

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

APPROVING AN AGREEMENT BETWEEN)	
LEWIS COUNTY AND THE STATE OF)	
WASHINGTON DEPT OF FISH AND WILDLIFE)	RESOLUTION NO. 98 - <u>402</u>
AND AUTHORIZING SIGNATURE)	
THEREON)	

WHEREAS, the Board of County Commissioners of Lewis County has reviewed an Agreement between the State of Washington Department of Fish & Wildlife and Lewis County for a salmon habitat restoration grant on Hill Creek, a tributary of the Cowlitz River; and

WHEREAS, the location of the salmon habitat restoration project is within Cowlitz County and the Lower Columbia River Evolutionary Significant Unit (ESU) #4 for Steelhead; and

WHEREAS, Lewis County is a member of the Lower Columbia ESU #4 Management Board, a pilot program created by the Legislature, through fiscal year 2002, to implement the habitat section of the Lower Columbia Steelhead Conservation Initiative; and

WHEREAS, the source of funds provided by the Department of Fish & Wildlife is the salmon habitat restoration grants program, as appropriated by the Legislature for fiscal years 1998 and 1999 (Maximum Eligible Project Cost is \$4,000.00); and

WHEREAS, it appears to be in the best public interest to authorize the execution of said Agreement for Lewis County; NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves said Agreement with the State of Washington Department of Fish & Wildlife and is authorized to sign the same.

PASSED in regular session this 3rd day of August, 1998.

ATTEST:

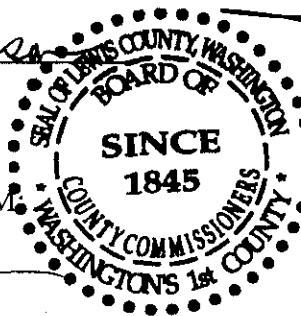
Kay Andersen

Clerk of the Board

APPROVED AS TO FORM:

JEREMY RANDOLPH
Prosecuting Attorney

Doug Jensen
Chief Civil Deputy



BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

[Signature]
Chairman

[Signature]
Member

ABSENT
Member



WASHINGTON DEPARTMENT OF FISH AND WILDLIFE SALMON HABITAT RESTORATION GRANT

1. THIS GRANT AGREEMENT made by and between the State of Washington, Department of Fish and Wildlife, hereinafter referred to as WDFW, and the party(s) whose name(s) appear(s) in Item 2. below, hereinafter referred to as the "Grantee."

2. NAME & ADDRESS OF GRANTEE: Lewis County Board of Commissioners 360 NW North Street Chehalis, Washington 98532	3. GRANT NUMBER: 58190112
4. CONTACT PERSON: Glenn Aldrich	5. PHONE NUMBER: (360) 740-1020
6. GRANTEE'S UNIVERSAL BUSINESS IDENTIFIER:	7. FEDERAL TAXPAYER IDENTIFICATION NUMBER: 71-6001351
8. PROJECT TITLE: Hill Creek Fencing Project	
9. WDFW Program Manager: Karen Terwilliger, (360) 902-2600	

SPECIAL TERMS AND CONDITIONS

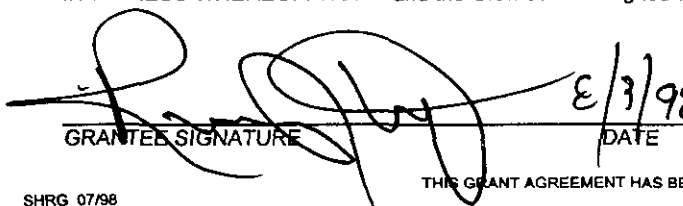

IT IS MUTUALLY AGREED THAT:

10. RIGHTS AND OBLIGATIONS: All rights and obligations of the parties to this Grant Agreement shall be subject to and governed by Special Terms and Conditions contained in the text of this grant instrument and the following Exhibits: Exhibit A - General Terms and Conditions; Exhibit B - Statement of Work; Exhibit C - Budget; Exhibit D - SHRG Application Package; Exhibit E - Grantee's SHRG Application Proposal; Exhibit F - Landowner Agreement(s) (if applicable). Exhibits A, B, C, D, E and F are each incorporated herein by reference.
11. STATEMENT OF WORK: The Grantee shall carry out the project as described in the "Statement of Work" attached hereto as Exhibit B, and incorporated herein by this reference. The Grantee shall complete all specified work including submissions of reports, and/or other required documentation within the time periods set forth in this Grant Agreement.
12. PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance under this Grant Agreement shall commence on Date of Execution and shall terminate on June 30, 1999, unless sooner terminated as provided herein.
13. AMOUNT OF GRANT: Total compensation to the Grantee for satisfactory performance of the work under this Grant Agreement shall not exceed \$4,000.00. Compensation payable to the Grantee shall be based on Exhibit C, Budget which is attached hereto and incorporated herein by this reference. Without prior written approval by the STATE, there shall be no reimbursement for items that are not allowed for by the Budget.
14. GRANT COST DISTRIBUTION:
- | | | | |
|------------------|-------------------|--------------|-------------------|
| STATE SHARE: | <u>\$4,000.00</u> | TOTAL GRANT: | <u>\$4,000.00</u> |
| GRANTEE'S SHARE: | <u>\$0.00</u> | | |

IT IS FURTHER AGREED THAT:

15. The Grantee shall submit invoices in a timely manner at the intervals prescribed and on forms provided by WDFW.
16. In the event of an inconsistency in this Grant Agreement unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal/State/Local Statutes & Regulations, (b) Special Terms and Conditions, (c) Exhibit A - General Terms and Conditions, (d) Exhibit B - Statement of Work, (e) Exhibit C - Budget, (f) Exhibit D - SHRG Application Package, (g) Exhibit E - Grantee's SHRG Application Proposal.
17. This Grant Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall exist or bind any of the parties hereto.
18. This Grant Agreement shall be subject to the written approval of the Director of WDFW or his/her designee and shall not be binding until so approved. Only the Director or his/her designee by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Director or his/her designee.

IN WITNESS WHEREOF: WDFW and the Grantee have signed this Grant Agreement.

	<u>8/3/98</u>		<u>8/5/98</u>
GRANTEE SIGNATURE	DATE	WDFW SIGNATURE	DATE

THIS GRANT AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE ATTORNEY GENERAL.

GENERAL TERMS AND CONDITIONS

EXHIBIT A

1. DEFINITIONS - As used throughout this Grant Agreement, the following terms shall have the meanings set forth below:
 - A. "WDFW" shall mean the Department of Fish and Wildlife of the State of Washington, any division, section, office, unit or other entity of WDFW or any of the officers or other officials lawfully representing WDFW to the extent that they are delegated appropriate authority.
 - B. "Grantee" shall mean that county, city, tribal government, combination of such governments through interlocal agreements, non-profit organization, or one or more private citizens awarded a Grant under the Salmon Habitat Restoration Grant Program, pursuant to this Grant Agreement, and shall include all employees of the Grantee.
2. IDENTIFICATION - It is the Grantee's responsibility to ensure that the Grant Number appear on all plans, specifications, correspondence, invoices, and material related to this Grant Agreement, and on each agreement executed between the Grantee and WDFW.
3. GRANTEE NOT EMPLOYEE OF WDFW - The Grantee and his or her employees, agents, representatives or sub-contractors performing under this Grant Agreement are not employees or agents of WDFW. The Grantee and his or her employees, agents, representatives or sub-contractors will not hold himself/herself out as nor claim to be an officer or employee of WDFW or of the state of Washington by reason hereof, nor will they take any claim of right, privilege or benefit which would accrue to an employee of WDFW under Chapter 41.06 RCW or Chapter 28B.16 RCW.
4. NONDISCRIMINATION - During the performance of this Grant Agreement, the Grantee shall comply with all federal and state nondiscrimination laws, regulations and policies.
5. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Grant Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with WDFW. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
6. REIMBURSEMENT - Requests for reimbursement must be in accordance with Exhibit C, Budget and be submitted and approved by WDFW. Reimbursement to the Grantee for approved invoices shall be made by WDFW within thirty (30) days upon receipt of invoice. WDFW may, at its sole discretion, terminate the Agreement or withhold reimbursement claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant Agreement.

WDFW shall not be responsible for payment of salaries, consultants, or other costs related to the project described herein.

Review and reimbursement of funds by WDFW is for the purpose of determining eligibility for funding under the Salmon Habitat Restoration Grant Program and WDFW does not assume any other duty or obligation to Grantee or any other party.

Grantee will be notified in writing by WDFW if any disbursements are withheld. Notification shall include the steps necessary for the Grantee to take (if any) to allow WDFW to disburse the withheld reimbursement.
7. RETAINAGE - WDFW may retain five percent (5%) of the total grant amount from payments to Grantee. The retained amount will be disbursed to Grantee only upon completion of the project in accordance with the terms and conditions of this Grant Agreement.
8. ADVANCE PAYMENTS PROHIBITED - No payments in advance or in anticipation of services or supplies to be provided under this Grant Agreement shall be made by WDFW.
9. RECOVERY OF PAYMENTS TO GRANTEE AND INTEREST RATE - The right of the Grantee to retain monies paid as reimbursement payments is contingent upon satisfactory performance of this Grant Agreement including the satisfactory completion of the project described in Exhibit B, Statement of Work. In the event the Grantee fails, for any reason, to perform obligations required by this Grant Agreement, the Grantee may, at WDFW's sole discretion, be required to repay to WDFW all grant funds disbursed to the Grantee for those parts of the project that are rendered ineffectual, in the opinion of WDFW, by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per annum from the time WDFW demands repayment of funds.
10. AUDIT DISCREPANCIES - If any audit identifies discrepancies in the financial records, the Grantee shall provide clarification and/or make adjustments accordingly. Amounts that have been paid to the Grantee in violation of the terms of this Grant Agreement shall be promptly refunded to WDFW.
11. OVERPAYMENT - In the event that WDFW establishes overpayment or erroneous payments made to the Grantee under this Grant Agreement, WDFW may secure payment, plus interest shall accrue at the rate of twelve percent (12%) per annum from the time WDFW demands repayment of funds.
12. BIENNIAL CLOSURES - The Grantee must submit for payment all invoices and/or billings for services or material rendered through June 30, 1999 no later than July 10, 1999, to WDFW.
13. INDEMNIFICATION - The Grantee shall indemnify, defend and save harmless WDFW, and all officers and employees of WDFW, from all claims for injuries or death, including claims by Grantee's employees, agents, representatives or sub-contractors for damages arising out of or incident to the Grantee's performance or failure to perform the Grant Agreement. The Grantee's obligations to indemnify, defend and save harmless shall continue to exist where the State or its agencies, employees, or officers are alleged to have committed concurrent negligence. The Grantee waives

its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the State and its agencies, officers, or employees.

14. ASSIGNMENT - This Grant Agreement shall not be assignable in whole or in part by the Grantee except with the express written consent of WDFW.
15. PUBLIC AWARENESS - The Grantee agrees to seek public awareness of the project's purposes and activities through local media coverage of the project's purposes. The Grantee agrees to assist in the coordination and hosting of group tours of project work sites at a mutually agreed time, date and location.
16. COVENANT AGAINST CONTINGENT FEES - The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Grantee for the purpose of securing business. WDFW shall have the right, in the event of breach of this clause by the Grantee, to annul this Grant Agreement without liability or, in its discretion, to deduct from the Grant price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
17. CONFLICT OF INTEREST - WDFW may, by written notice to the Grantee, terminate this Grant Agreement if it is found that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Grantee in procurement of, or performance under, this Grant Agreement.
18. WDFW DOES NOT ASSUME ADDITIONAL DUTIES - WDFW does not assume any obligation or duty, except as required by federal or state law, to determine if Grantee is complying with all applicable statutes, rules, codes ordinances or permits.
19. MAINTENANCE OF RECORDS, DOCUMENTS AND REPORTS - The Grantee shall maintain complete program and financial records relating to this Grant Agreement and the project including all books, records, documents, receipts, invoices and all other evidence of accounting procedures and practices which sufficiently and properly reflect the Grantee's Grant Agreement, administration, local match, and payments. These records will include all direct and indirect costs of the project expended by the Grantee or its subcontractor, if any, in the development and implementation of the project. All records will be maintained in a manner adequate to provide an audit trail for all expenditures. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by WDFW, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement. The Grantee will retain all books, records, documents, and other materials relevant to this Agreement for six years after the date of final payment by WDFW, and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
20. RIGHT OF INSPECTION - The Grantee shall provide right of access to its facilities to WDFW, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement.
21. REGISTRATION WITH DEPARTMENT OF REVENUE - The Grantee shall complete registration with the Department of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this Grant Agreement.
22. LICENSING, ACCREDITATION AND REGISTRATION - The Grantee shall comply with all applicable local, state, and federal licensing, accreditation, permitting and registration requirements/standards necessary for the performance of this Grant Agreement.
23. COMPLIANCE WITH LAW - The Grantee shall comply with all federal and state laws relating to this Grant Agreement.
24. INDUSTRIAL INSURANCE COVERAGE - The Grantee shall provide or purchase industrial insurance coverage prior to performing work under this Grant Agreement. WDFW will not be responsible for payment of industrial insurance premiums or for any other claims and/or benefits on behalf of this Grantee, or any employees, agents, representatives or sub-contractors of the Grantee, which might arise under the industrial insurance laws during performance of duties and services under this Grant Agreement. If the Department of Labor and Industries, upon audit determines that industrial insurance payments are due and owing as a result of work performed under this Grant Agreement, those payments shall be made by the Grantee; the Grantee shall indemnify WDFW and guarantee payment of such amounts.
25. WAGE RATES/PREVAILING WAGES - Under the provisions of Chapter 63, Laws of 1945, and Chapter 39.12 RCW all as amended, the hourly wage to be paid to laborers, workmen or mechanics upon all public works of the state and upon the work contemplated in this Grant Agreement, shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State where such labor and work herein contemplated is to be performed; PROVIDED, nothing herein contained shall be construed to prohibit the Grantee, subcontractor or other person from paying any such laborers, workmen or mechanics wages in excess of hourly minimum rate.

Prior to commencing work, each Grantee and each and every subcontractor shall file a sworn statement of intent with WDFW and the Department of Labor and Industries certifying the rate of hourly wage to be paid to each classification of laborers, workmen or mechanics employed by the Grantee or subcontractor, which shall not be less than the prevailing wage. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. All filing fees required by the Department of Labor and Industries are paid by the Grantee.

Each voucher claim submitted by a Grantee for payment on a project estimate shall state that no less than prevailing wages have been paid in accordance with the pre-filed statement(s) of intent on file with the Department of Labor and Industries.

At the completion of this Grant Agreement, the Grantee and its subcontractor shall submit affidavits of wages paid to the Department of Labor and Industries for certification by WDFW.

Final payment on the Grant Agreement will be withheld until certification by WDFW that the prevailing wage and industrial insurance requirements of the law have been satisfied and notice has been received by the awarding agency.

26. VOLUNTEER WORKERS - The Grantee must adhere to RCW 39.12 and current Department of Labor and Industries regulations and standards unless some or all services being offered are in conjunction with RCW 51.12.035, Volunteer Workers. These volunteers must be registered prior to services being rendered. The Grantee shall be responsible for registering volunteering workers and submitting the hours worked on forms provided by WDFW. The Grantee shall submit this information to WDFW monthly for all time donated as volunteer work.
27. LIMITATION OF AUTHORITY - Only an individual delegated authority in writing shall have the express, implied, or apparent authority to alter, amend, modify or waive any clause or condition of this Grant Agreement on behalf of WDFW. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by WDFW.
28. WAIVER OF DEFAULT - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Grant Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Grant Agreement unless stated to be such in writing, signed by WDFW and attached to the original Grant Agreement.
29. AMENDMENTS - WDFW may at any time, by written order, make changes within the general scope of this Grant Agreement. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by WDFW. No extension of time will be allowed unless such extension has been authorized by WDFW.
30. DISPUTES - Except as otherwise provided in this Grant Agreement, any dispute concerning this Grant Agreement which is not settled by the parties shall be decided by the Program Manager and Contracts Officer as appropriate or other designated official who shall reduce his/her decision to writing and furnish a signed copy to the Grantee. The decision of Program Manager and Contracts Officer as appropriate shall be final and conclusive unless, within thirty (30) days from the receipt of such copy, the Grantee mails or otherwise furnishes to the Assistant Director a written appeal. The appeal will be decided by the Assistant Director. The decision of the Assistant Director, or duly authorized representative, for the determination of such appeal shall be final and conclusive.

The Grantee does not hereby waive any right to seek review of WDFW's decision. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. However, such further review shall be sought only in the Superior Court of Thurston County. Pending final decision of a dispute hereunder, the Grantee shall proceed diligently with the performance of the Agreement and in accordance with the decision rendered by WDFW.

31. INVENTORIAL EQUIPMENT - Includes all capitalized fixed assets plus all fixed assets meeting WDFW's definition of small and attractive.
32. FIXED ASSETS - Assets (normally tangible, but including several intangible) acquired by through state funding, with a life expectancy of more than one year.
33. TREATMENT OF INVENTORIAL EQUIPMENT - Title to all inventoriable equipment financed or furnished by WDFW shall remain in WDFW. Title to all personal property purchased by the Grantee, for which the Grantee uses any WDFW funds or is reimbursed by WDFW, shall vest in WDFW.
 - A. Any property of WDFW furnished to the Grantee under this Grant Agreement shall, unless otherwise provided herein, be used by the Grantee only for the performance of this Grant Agreement.
 - B. Grantee shall bear responsibility to WDFW for any loss or damage to WDFW's personal property which results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
 - C. Should any WDFW personal property be damaged, destroyed or lost, the Grantee shall notify WDFW in writing, and shall take all reasonable steps to protect that property from further damage.
 - D. All inventoriable equipment, if any, purchased under the terms of this Grant Agreement shall become the property of WDFW. The Grantee shall surrender to WDFW all inventoriable equipment and personal property of WDFW upon completion of project, unless otherwise specified in this Grant Agreement.
34. TERMINATION FOR FUNDING - WDFW may unilaterally terminate this Grant Agreement in the event that funding from federal, state or other sources becomes no longer available to WDFW, or not allocated for the purpose of meeting WDFW's obligation hereunder. Such action is effective when WDFW sends written notification of termination. In case of Termination for Funding, the Grantee's exclusive remedy will be as set out in the Termination Procedure Clause.
35. TERMINATION FOR BREACH - By written notice, WDFW may terminate the Grant Agreement, in whole or in part, for failure of the Grantee to perform any of the terms and conditions of this Grant Agreement. In such event, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement to cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided, that if (i) it is determined for any reason the Grantee was not in breach, or (ii) the Grantee's failure to perform is without Grantee's and/or

subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

36. TERMINATION FOR CONVENIENCE - Except as otherwise provided in this Grant Agreement, WDFW may, by five (5) days written notice, beginning on the second day after the mailing, terminate this Grant Agreement in whole or in part when it is in the best interest of WDFW. In case of Termination for Convenience, the Grantee's exclusive remedy will be as set out in the Termination Procedure Clause.
37. TERMINATION PROCEDURE - In the event that the Grant Agreement is terminated for any reason, the Grantee's exclusive remedy shall be limited to the following: WDFW shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by WDFW, and the amount agreed upon by the Grantee and WDFW for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by WDFW, and (iv) the protection and preservation of property, unless the termination is for breach, in which case the Program Manager shall determine the extent of the liability to WDFW. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. WDFW may withhold from any amounts due the Grantee such sum as the determines to be necessary to protect WDFW against potential loss or liability.
- Upon termination of this Grant Agreement, WDFW, in addition to any other rights provided in this Grant Agreement, may require the Grantee to deliver to WDFW any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.
- The rights and remedies of WDFW provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.
- After receipt of written notice of termination, and except as otherwise directed by the Contracts Officer as appropriate, the Grantee shall;
1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of work that is not terminated under the Grant Agreement;
 3. Assign to WDFW, in the manner, at the times, and to the extent directed by the Program Manager, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case WDFW has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WDFW to the extent WDFW may require, which approval or ratification shall be final for all the purposes of this clause.
 5. Transfer title to WDFW and deliver in the manner, at the times, and to the extent directed by the Program Manager any property which, if the Grant Agreement had been completed, would have been required to be furnished to WDFW;
 6. Complete performance of such part of the work as shall not have been terminated by the Program Manager; and
 7. Take such action as may be necessary, or as WDFW may direct, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the Grantee and in which WDFW has or may acquire an interest.
38. WAIVER - A failure by WDFW to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing signed by an authorized representative of WDFW and attached to the original Grant Agreement.
39. GOVERNING LAW - This Grant Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Grant Agreement, venue shall be proper only in Thurston County. The Grantee, by execution of this Grant Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.
40. SEVERABILITY - If any provision of this Grant Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant Agreement which can be given effect without the invalid provision, and to this end the provisions of this Grant Agreement are declared to be severable.

Exhibit B

STATEMENT OF WORK

The Grantee shall install cattle exclusion fencing as described as Project #5, "Hill Creek," in Exhibit E, Grantee's SHRG Application Proposal, which is attached hereto and incorporated herein by this reference.

The Grantee shall submit monthly volunteer forms to the Program Manager as described in Section 26 in Exhibit A, General Terms and Conditions.

The Grantee shall report project progress to WDFW according to the schedule noted below:

	<u>Time Period</u>	<u>Report Due</u>
1 st Quarter	Date of Execution - 9/30/98	10/31/98
2 nd Quarter	10/1/98 - 12/31/98	1/31/99
3 rd Quarter	1/1/99 - 3/31/99	4/30/99
4 th Quarter	4/1/99 - 6/30/99	7/31/99

The Grantee shall submit two (2) copies of the quarterly report to the WDFW Contract Office.

WDFW shall not reimburse the Grantee for cost under this agreement until the Grantee completes a landowner agreement for each project site and forwards the landowner agreements to the WDFW Contracts Office for incorporation into this agreement.

Exhibit C**BUDGET**

	State	Grantee	Total
Salaries			\$0.00
Benefits			\$0.00
Personal Service/A&E Contracts			\$0.00
Goods & Services	\$3,500.00		\$3,500.00
Travel			\$0.00
Subtotal	<u>\$3,500.00</u>	<u>\$0.00</u>	<u>\$3,500.00</u>
Indirect Costs*	\$500.00		\$500.00
Equipment	<u> </u>	<u> </u>	<u>\$0.00</u>
Maximum Consideration	\$4,000.00	\$0.00	\$4,000.00

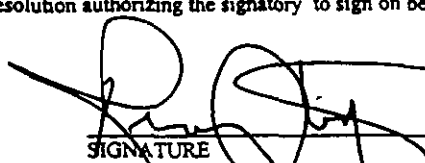
Breakdown in budget activity costs, including in-kind services, are further identified in Exhibit E, Grantee's SHRG Application, Parts 4 and 5.

* Indirect charge to state funds shall not exceed 15% of state funds minus equipment costs.

Application Part 1

Salmon Habitat Recovery Grant

Application Cover Sheet

1. Sponsoring organization name and address: Lewis County Lewis County Commission 360 NW North Street Chehalis, WA 98532	2. Contact person for this application, title, address, phone number, and fax: Glenn Aldrich, Commissioner Address - Same as #1 Tel. 360-740-1020 Fax 360-740-1475		
3. Tax identification number: None Required			
4. Project Title: Cowlitz River Drainage (WRIA #26) Anadromous Program			
5. Project locations: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> a. Name and number of Water Resource Inventory Area (WRIA): Cowlitz River WRIA #26 b. County(s) in which project(s) will be implemented: Lewis and Cowlitz County c. Legislative district(s) in which the project(s) will be implemented: 18 </td> <td style="width: 50%; vertical-align: top;"> c. Stream name(s) and number(s) including WRIA number(s): Cowlitz River d. Tributaries of: Cowlitz River </td> </tr> </table>		a. Name and number of Water Resource Inventory Area (WRIA): Cowlitz River WRIA #26 b. County(s) in which project(s) will be implemented: Lewis and Cowlitz County c. Legislative district(s) in which the project(s) will be implemented: 18	c. Stream name(s) and number(s) including WRIA number(s): Cowlitz River d. Tributaries of: Cowlitz River
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6. Project duration period: Anticipated start date: <u>7/1/98</u> Anticipated completion date: <u>6/30/99</u> (Grant funds must be expended by June 30, 1999)			
7. Funding: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> a. Grant request: \$ <u>250,000</u> (\$300,000 maximum) </td> <td style="width: 50%; vertical-align: top;"> b. Matching funds: Cash: \$ _____ In-kind: \$ <u>203,000</u> </td> </tr> </table>		a. Grant request: \$ <u>250,000</u> (\$300,000 maximum)	b. Matching funds: Cash: \$ _____ In-kind: \$ <u>203,000</u>
a. Grant request: \$ <u>250,000</u> (\$300,000 maximum)	b. Matching funds: Cash: \$ _____ In-kind: \$ <u>203,000</u>		
8. Project summary: (must fit in this space) The Cowlitz River Drainage (WRIA #26) Anadromas Program contains eight elements which benefit anadromous fish through habitat improvements, restoration of fish runs, provide additional information about the feasibility of additional opportunities for salmon and steelhead restoration, proposes the review of alternative fish passage above TCL dams and establishes a test program to recondition steelhead.			
9. I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND THAT I AM AUTHORIZED TO SIGN AND SUBMIT THIS INFORMATION ON BEHALF OF THE APPLICANT. If the signatory is not a board chair, city manager, county executive, tribal chair, board of commissioners chair, etc., a resolution authorizing the signatory to sign on behalf of the public body must be attached.			
<u>Russell J. Wyly</u> PRINTED NAME	<u>Chairman</u> TITLE	 SIGNATURE	<u>6/8/98</u> DATE

Application Part 3
Salmon Habitat Recovery Grant
Questionnaire

1. Provide a thorough but concise description of your project.

- What are the qualitative factors to be enhanced, i.e., increased visual esthetics, water quality improvements, more shade, sediment delivery reduced, more spawning habitat, etc.
- How do site conditions lend themselves to successful completion of proposed projects?

The following is a description of the eight projects that make up the Cowlitz River Drainage Anadromous Program. Additional descriptive material is included along with maps in the attachments to this application.

#1 Hall Creek - This project is designed to increase natural spawning populations of salmon and steelhead.

#2 Tilton River - This project is a feasibility study to evaluate opportunities to develop naturally spawning salmon and steelhead populations above the Tacoma City Light Barrier and Mayfield hydroelectric dams.

#3 Alternative Fish Passage - This feasibility project, endorsed by the Cowlitz Tribe would evaluate Winston Creek, among others, to determine if an alternative fish passage approach could be developed to provide an effective means for salmon and steelhead passage above TCL dams.

#4 South County Park (Lewis County) - This project is proposed as a management strategy for shifting fishing pressure now concentrated at the Barrier Dam, where wild stock congregate, and are impacted by hooking and handling, to a site lower in the river.

#5 Hill Creek - This project would improve water quality through the elimination of means for cattle to enter the stream.

#6 Olequa Creek - This project is a result of discussions with WDFW. The project would evaluate genetic straying.

#7 South Fork Toutle (Cowlitz County) - This project would provide improved fish passage and genetic control over wild and hatchery stocks.

#8 Recondition Steelhead - This project is a test program for increasing the longevity of wild steelhead stocks by encouraging multiple spawning cycles.

All sites have been reviewed and approved by WDFW.

2. Identify the project's benefit towards salmon recovery.

- How problems that now limit salmon recovery will be addressed.
- What is the technical likelihood of success for this project; i.e., have environmental engineering plans been completed?
- *Complete Application Part 6, Permit Information.* Did you use the expedited permit process made available through Second Substitute House Bill 2879? Based on permit information provided in the application, can permit requirements be met?
- Is the project design based on demonstrated methods? What engineering reports and feasibility studies have been prepared and when? Describe any proposed project assessment.
- Is baseline monitoring work for this project completed? If so, what is the data being referenced as your baseline, and what is its source?
- How will on-going monitoring and a 5 year progress report be completed to determine the project benefit to salmon recovery?
- How will other projects complement this proposal?

Each of the eight projects included in the Cowlitz River Drainage Anadromous Program aid in salmon recovery, but in somewhat different ways. Hall Creek (#1) and South County Park #4, increase recovery of natural stocks. Hall Creek through use of an acclimation process and South County Park through dispersal of fishing pressure now concentrated at the Barrier Dam, provide increased recovery.

Projects such as the Tilton River (#2), Alternative Fish Passage (#3), Olequa Creek (#6) and Recondition Steelhead (#8) are designed to provide needed technical information that relates directly to increased survival of salmon and steelhead populations.

The Hill Creek project (#5) will improve water quality by limiting cattle access to the stream. The South Fork Toutle River project (#7) will provide improved fish passage and improved genetic control over wild and hatchery stocks.

With respect to the technical likelihood of success, all projects have been planned by professional fisheries biologists and all facilities have been designed by state licensed professional engineers. Of those projects requiring permits, all are in process.

With respect to the expedited permit process, it was not used. The permit processes have proceeded to the point that all necessary permits will be obtained.

Project designs are based upon demonstrated methods. Project concepts were developed

by experienced, professional fisheries biologists experienced with WDFW standards. All engineering work has been completed by licensed professional engineers. An earlier Feasibility Report dated November, 1997 was prepared and copies provided to WDFW. Project assessments for the feasibility studies will depend upon the results of the feasibility studies. For projects such as Hall Creek and South County Pond, the assessment will depend upon the extent to which these facilities can be utilized. Some projected utilization data is provided as part of Question #4.

With respect to baseline monitoring, this item is applicable to removal of agricultural waste out of Hill Creek. A water quality baseline was not established. Elimination of agricultural waste will at least eliminate this element of lower water quality as it affects the stream and downstream water quality.

Final plans have not been formalized for on-going monitoring. However, the Cowlitz Game and Anglers and Friends of the Cowlitz, two long lived volunteer organizations, who provide extensive fishery volunteer services have committed to provide the monitoring and prepare any reports on the benefit of these projects.

This series of eight projects on the Cowlitz River will directly or indirectly benefit WDFW and BPA efforts to restore wild anadromous species above TCL dams.

3. Demonstrate that the project will be implemented in a critical area in response to an ESA listing or proposed listing of salmonid stocks.

- Describe whether stocks in the watershed or waterbody are ESA listed or a candidate for listing. Is the stock listed in the Salmon and Steelhead Stock Index (SASSI)?
- Indicate if the watershed or waterbody has been identified by a local government as a priority in its watershed plans or other planning documents for salmonid restoration or protection.
- Is the watershed or waterbody protected through a habitat conservation plan, critical area ordinance or other means? If so, please describe this protection.

The Cowlitz River Drainage (WRIA #26) is included within the Lower Columbia Steelhead, Chum and Chinook conservation areas. The NMFS has listed the Lower Columbia Steelhead, and listings of other species are likely to occur.

The Cowlitz River Drainage (WRIA #26) has been included in the State's Lower Columbia Steelhead Initiative response to the NMFS listing.

The Cowlitz River Drainage (WRIA #26) has been accepted by Lewis County in its role as a member of the five Southwest Washington County organization (HB2836), otherwise known as Evolutionary Significant Unit #4, as the lead agency for watershed planning and fisheries restoration on the Cowlitz River.

The Cowlitz River is not protected by an HCP. Lewis County does have a Critical Area Ordinance that covers that portion of WRIA #26 within Lewis County.

With respect to landownership for the eight elements of the Cowlitz River Drainage Anadromous Program, the following information is provided.

- #1 Hall Creek - State land
- #2 Tilton River - Undetermined pending feasibility study
- #3 Fish Passage - Undetermined multi-party ownership pending feasibility study
- #4 South County Park - Lewis County
- #5 Hill Creek - Private owners
- #6 Olequa Creek - Private owners
- #7 South Fork Toutle - Weyerhaeuser Company
- #8 Recondition Steelhead - Site to be determined; will use existing facilities

4. How cost effective is the project?

- Using the measurable units (*i.e. square meters of habitat restored*) provided by your answer to Question 2, how much state money will be spent for each unit? How much money from all sources will be spent on each unit?
- Describe matched or in-kind funding from other sources for this project.

With respect to the cost effectiveness of the Cowlitz River Drainage Anadromous Program several of the projects are in the feasibility stage and a later determination will have to be made of any resulting costs v. benefit analysis.

With respect to Hall Creek and the South County Pond, and based upon WDFW production standards that were used for this calculation, it is estimated that the annual increased returns of adult Spring Chinook to the upper basin will be 4,000 and the annual increase in adult steelhead with adipose fins will be approximately 800.

The match funding for this project comes from several sources.

The Cowlitz Volunteers completed the Fish I Feasibility Report at a cost of \$50,000. During the project construction phase, the use of volunteer contractors and volunteer workers to build fences, move earth, and do landscaping will yield \$16,000 in savings.

Lewis County will donate \$10,000 worth of land (South County Park) and has made a \$2,000 grant to assist volunteers. In addition, Lewis County has spent \$125,000 to coordinate volunteer and tribal efforts to bring a concerted, coordinated effort among volunteer organizations to support the list of projects contained within the Cowlitz River Drainage Anadromous Program. Continued cooperation with these groups and longer term habitat improvements and water quality projects will depend upon the State's responsiveness to the plans developed by these volunteers.

Application Part 5
Salmon Habitat Restoration Grant
Budget Summary

SPONSORING ORGANIZATION: Lewis County		CONTACT PERSON: Glenn Aldrich, Commissioner	
PROJECT TITLE: Cowlitz River Drainage (WRIA #26) Anadromous Program			
PLEASE TAKE TIME TO REVIEW THE INFORMATION ON INELIGIBLE COSTS PROVIDED IN APPENDIX A BEFORE PREPARING THIS FORM. STRICT LIMITS APPLY TO THE AMOUNT ALLOWED FOR ADMINISTRATION.			
PROPOSED FUNDING SOURCE			
	STATE	OTHER	TOTAL
A. SALARIES			
B. BENEFITS			
C. GRANT ADMIN/INDIRECT * +	25,000		25,000
D. MATERIALS (specify unit costs)			
E. LEASES/EQUIPMENT RENTAL (specify*)			
F. EQUIPMENT (specify*)			
G. PERSONAL SERVICE/A&E CONTRACTS *	225,000		225,000
H. OTHER OPERATION COSTS* (directly related to project)			
I. TRAVEL (non-administrative)			
J. OTHER*			
K. MATCHING FUNDS (from Application Part 4)			
1. CASH			
2. IN-KIND ✓		203,000	
SUB TOTALS		203,000	203,000**
TOTAL PROJECT COSTS			453,000
GRANT REQUEST	250,000*		

* SPECIFY ON A SEPARATE SHEET AS NEEDED.

+ THESE FIGURES ARE NOT TO EXCEED A COMBINED TOTAL OF 15% OF THE REQUESTED GRANT AMOUNT.

✓ IN-KIND LABOR COSTS MUST BE NO HIGHER THAN THE LOCAL PREVAILING WAGE.

* See attached detail for breakout by project.

** See attached detail for breakout by source.

**GRANT APPLICATION
BUDGET SUMMARY
ADDITIONAL DETAIL**

Budget Breakout by Project

	<u>Grant</u>	<u>New In-Kind</u>	<u>Total</u>
Hall Creek	\$ 70,000	-0-	\$ 70,000
Tilton River	1,500	-0-	1,500
Fish Passage	5,000	-0-	5,000
South County Park	100,000	24,000	124,000
Hill Creek	4,000	-0-	4,000
Olequa Creek	2,500	-0-	2,500
South Fork Toutle River	38,000	2,000	40,000
Recondition Steelhead	4,000	-0-	4,000
Project Administration	<u>25,000</u>	<u>-0-</u>	<u>25,000</u>
TOTALS	\$250,000	\$ 26,000	\$276,000

Prior In-Kind Matching

Cowlitz Volunteers - Field work, engineering design and production of Fish I Feasibility Report	\$ 50,000
Cowlitz River Fisheries Studies (Exclusive of hydro-relicensing)	125,000
Cash donations to Cowlitz Volunteers	<u>2,000</u>
TOTAL Prior In-Kind Matching	\$ 177,000
 TOTAL All In-Kind Matching	 \$ 203,000

**Application Part 6
Salmon Habitat Recovery Grant
Permit Information**

The following is the requested information pertaining to the permits for the Cowlitz River Drainage Anadromous Program.

#1 Hall Creek - HPA pending; 404 permit waived by Core of Engineers, Seattle District; Cindy Barger; file #98-4-00-313 Shoreline permit 98004 approved by Lewis County local building permits pending release of funds.

#4 South County Park - HPA pending; 404 permit waived by Core of Engineers, Seattle District; Robert H. Martin; file #98-4-00-301; Shoreline permit 98003 approved Lewis County; local building permits pending release of funds.

#5 Hill Creek - An HPA will be applied for when fish are not in the stream and WDFW will allow work to be completed.

#7 South Fork Toutle River - HPA and other permit documents pending.

Other projects within the Cowlitz River Drainage Anadromous Program do not require permits since they are feasibility studies.

Application Part 7
Salmon Habitat Recovery Grant
Species/Habitat Information

In the matrix below, check the salmon and trout species occurring in the waterbody or watershed and their status according to the SASSI Report (see Appendix C to this application). If the source is other than the SASSI Report, please indicate the source in the "Information Source" column.

Species	Healthy	Depressed	Critical	Unknown	Information Source
Chinook			X		Spring Chinook
Coho		X			
Sockeye					N/A
Chum					Strays Only
Pink					N/A
Steelhead			X		Late Winter
Bull Trout/ Dolly Varden					N/A
Rainbow				X	
Cutthroat (sea-run)		X			

	Present in waterbody?	Information Source
Brown Trout	Yes	Artificial Production
Atlantic Salmon	No	No wild Atlantic
Brook Trout	Yes	Local fishers

ATTACHMENTS

The following attachments provide requested site information for:

- * Hall Creek
- * South County Pond
- * South Fork Toutle

*Cowlitz Game & Anglers
Friends of the Cowlitz
Cowlitz Tribe
Independent Fish Growers
Lwr. Col. Fish Enhnc. Grp.
Sport Fishing Guides of WA.
Fish First Lewis River*

The Cowlitz Volunteers

*Morton Sportsmen
Oakville Sportsmen
Elma Game Club
The Salmonid Foundation
S.W. WA. Sports Council
Trout Unlimited / Cascade*

2 / 18 / 98

Fish I

HALL CREEK PROJECT DESCRIPTION

INTRODUCTION

This project is part of *FISH I*, a Cowlitz River watershed plan developed by a coalition of local volunteer fisheries organizations in Southwest Washington. The Hall Creek project is proposed as one of several acclimation sites where salmon and steelhead will be reared.

OWNERSHIP

The Hall Creek site is owned by the Washington Department of Fish & Wildlife (WDFW) and was originally purchased in the early 1950's for future hatchery construction. Construction plans for the hatchery were halted due to the construction of the Cowlitz River Hydroelectric projects.

FACILITIES DESCRIPTION

Water Supply System

Water will be pumped from Hall Creek. Initial design calls for two, 5 hp pumps delivering 3 cubic feet per second (cfs) of flow. A 20 kW generator will provide backup power. A sloped intake screen, constructed of perforated plate, will have a minimum of 8 square feet of area and 3/32" diameter openings. An air backwash system will help flush debris off the screen. Plastic, low-pressure pipe (10") will deliver water to the rearing units. Water right applications have been submitted to the Washington State Department of Ecology.

Rearing / Acclimation / Adult Holding Units

All 4 ponds will be lined with an impermeable plastic membrane and will be constructed with a 1% bottom slope. The ponds will have a drain pipe system installed under the liners for water removal. The smolt acclimation pond will measure 50' wide by 140' long by 4' (3' water depth) deep, yielding 17,000 cubic feet of rearing volume. Water will be delivered through a pipe manifold, which will spread flow across the head end of the pond. Discharge will be through a pre-cast concrete structure that will support screen and dam boards for water level control. The outlet will allow volitional release and complete drainage of the pond. Migrating smolts will be collected in a smolt collection pond, measuring 50' long by 20' wide by 3' deep. The adult

holding pond will measure 90' by 30' by 4' and will have a separate water supply. The waste pond will measure 50' long by 20' wide by 3' deep. Waste material vacuumed from the smolt acclimation pond and the adult holding pond will be stored here until full and then the waste material will be moved off-site to an appropriate area for deposit.

Support Systems

Fish wastes will be vacuumed off the pond bottoms periodically using a portable trash pump. Vacuumed wastes will be stored in a waste pond where they will be concentrated and removed as needed. The site will have an 8' high, chain link, security fence around the circumference. Predator netting will cover the fishponds and will require a support structure. An alarm system will consist of float switches and an automatic phone dialer which will activate in the event of interruption of water flow. The 20 kW generator, air tank, compressor, and alarm system will be housed in a 24' by 24' metal building which will also provide storage for fish food and electrical service. Power and alarm wiring will be run throughout the site in underground conduit. The discharge pipe will be large diameter, (15"), low pressure, PVC plastic pipe and will be constructed with large radius sweeps where used by fish for volitional release. The access road from Highway 12, the maintenance roads to all of the ponds on site and the intake structure, as well as the four (4) to five (5) car parking lot will all be surfaced with crushed rock.

CONSTRUCTION DETAILS

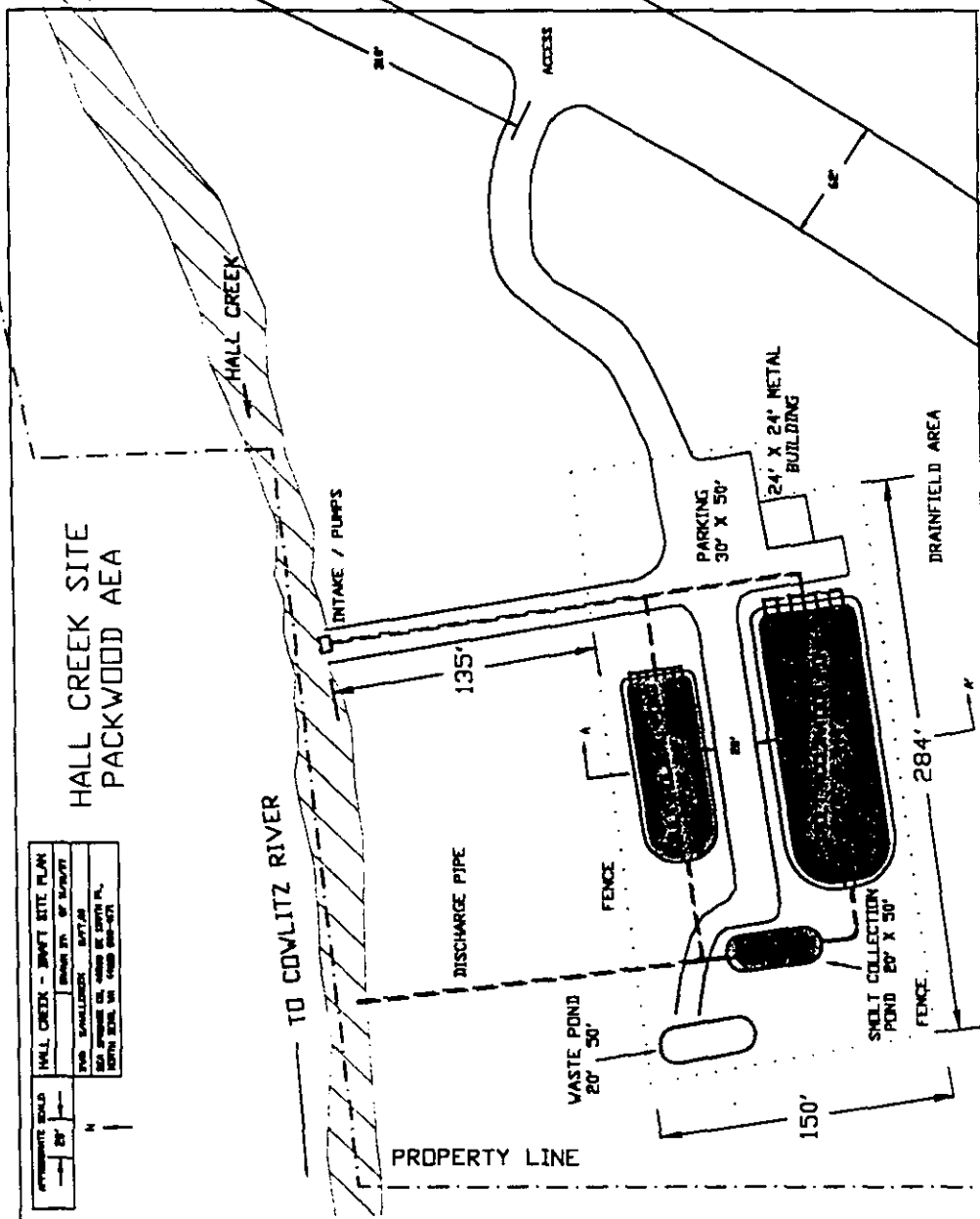
Ponds will be formed by balancing cut and fill. No material will be removed from the site. The smolt acclimation pond and the adult holding pond bottoms will average 2.5' below original grade, with a 20' wide area around each pond being raised 1.5' above original grade. Approximately 10 cubic yards of material will be excavated below water level from the banks of Hall Creek for placement of the water intake structure. The construction area will be surrounded by a watertight barrier and de-watered during placement. Fill will be deposited on-site and rip-rap / crushed rock will be used as fill to stabilize the pre-cast intake structure. Approximately ten (10) yards of material will be excavated at the stream bank for placement of the outlet pipe. This area will be filled with rip-rap / crushed rock to stabilize the outlet pie. Soils investigations will determine the type of equipment needed for excavations. During construction, disturbed areas will be covered with erosion control materials such as silt fences or straw / hay bales. Cross sections for all ponds are similar although the ponds will vary in depth, length and width. All ponds and buildings on site with the exception of the intake structure and the intake / outlet pipes, will maintain a one hundred foot (100') buffer zone from Hall Creek.

RE-VEGETATION PLAN

After construction has been completed, the site will be graded. Disturbed areas outside the perimeter fence will be planted with native grasses. Inside the fence, areas not surfaced with gravel will be planted with commercial grass seed. Some planting of evergreen shrubs/ trees will most likely take place for landscaping purposes.

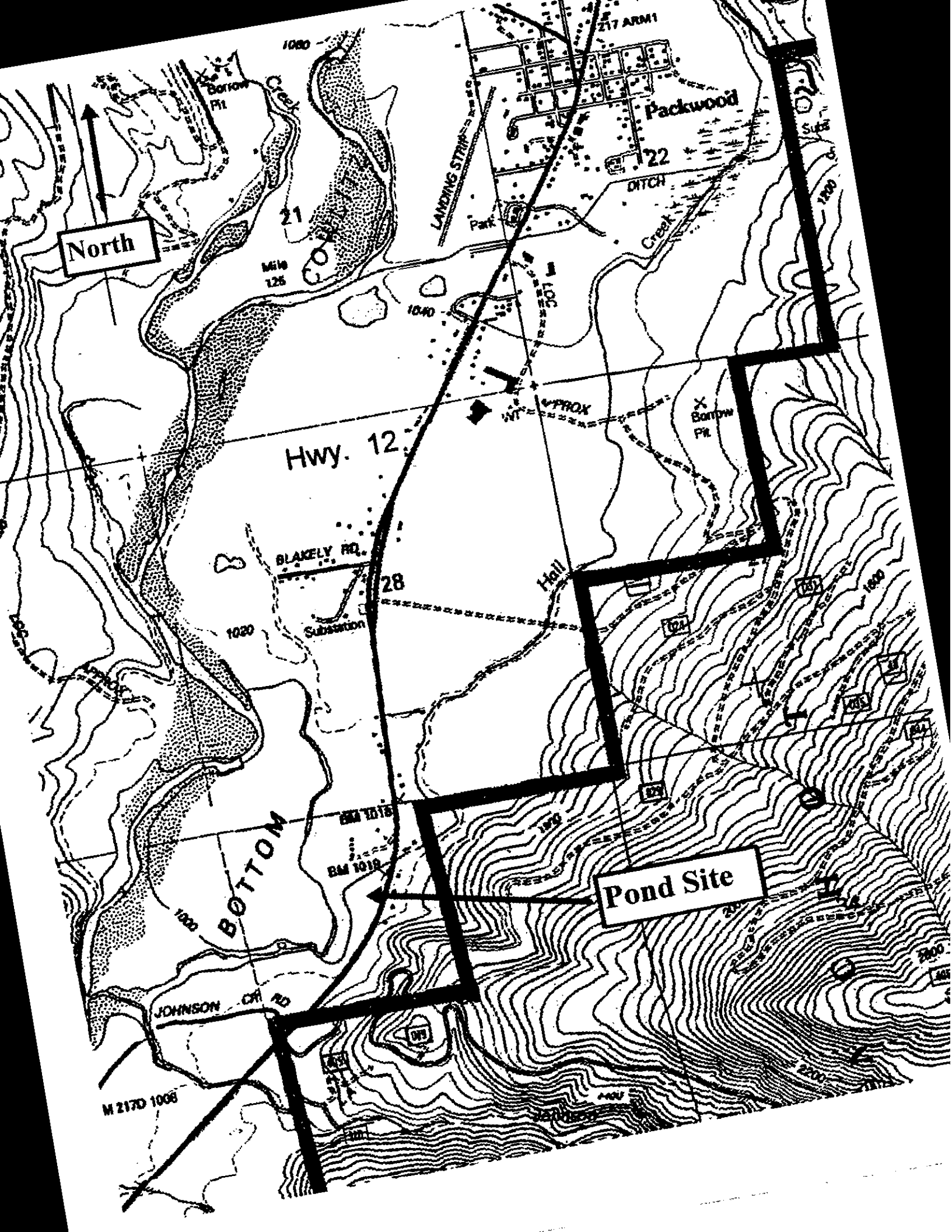
HALL CREEK - SHAWT SITE PLAN	
DATE: 10/1/80	BY: J. H. BRYAN
FOR: SHAWT SITE	BY: J. H. BRYAN
FOR: SHAWT SITE	BY: J. H. BRYAN

HALL CREEK SITE PACKWOOD AEA



STATE HIGHWAY 12

PROPERTY LINE



*Cowlitz Game & Anglers
Friends of the Cowlitz
Cowlitz Tribe
Independent Fish Growers
Lwr. Col. Fish Enhnc. Grp.
Sport Fishing Guides of WA.
Fish First Lewis River*

The Cowlitz Volunteers

*Morton Sportsmen
Oakville Sportsmen
Elma Game Club
The Salmonid Foundation
S.W. WA. Sports Council
Trout Unlimited / Cascade*

2 / 18 / 98

Fish I

SOUTH COUNTY PARK PROJECT DESCRIPTION

INTRODUCTION

This project is part of *FISH I*, a watershed plan developed by a coalition of local volunteer fisheries organizations in Southwest Washington. The South County Park project is proposed as one of several acclimation sites where salmon and steelhead will be reared for release into the Cowlitz River to enhance fisheries in the Cowlitz River Basin.

OWNERSHIP

The proposed site for the salmon & steelhead acclimation ponds is owned by the Department of Natural Resources (DNR). This site is currently leased from DNR by Lewis County Community Services. The water supply intake and pipelines as well as the discharge pipelines will be located within the Lewis County, South County Park boundaries. The lands where the proposed well facilities will be located, are also owned by The Washington State Department of Natural Resources and are leased by Lewis County Community Services.

FACILITIES DESCRIPTION

The majority of water to feed the rearing / acclimation ponds will be pumped from the existing Lewis County, South County Park Pond. Previous draw-down efforts found that pumping 10,000 gallons per minute only managed to drop the level of the South County Park Pond a few feet. This did happen rather quickly, however soon reached a point where the level of the pond stabilized. In fact, it took several weeks of pumping 20,000 gallons per minute to achieve a draw-down sufficient for simple pond maintenance. Initial design calls for two, 5 hp pumps delivering 3 cfs of flow to the two (2) acclimation ponds. A 20 kW generator will provide backup power if needed. A sloped intake screen, constructed of perforated plate, will have a minimum of 8 square feet of area and 3/32" diameter openings. Plastic, low-pressure (10") PVC pipe will deliver water to the rearing units. Two wells delivering 1-½ cfs of water each are also in the plans to supplement temperature variance requirements. Water right applications were submitted to the Washington State Department of Ecology on 2 / 19 / 98.

Rearing Units

The two rearing / acclimation ponds will be lined with an impermeable plastic membrane and will be constructed with a 1% bottom slope. The ponds will have a drain pipe system installed under the liners for water removal. They will measure 50' wide by 140' long by 4' (3' water depth) deep, yielding a total of 34,000 cfs of rearing volume. Water will be delivered through a pipe manifold, which will spread flow across the head end of the pond. Discharge will be through a pre-cast concrete structure that will support screen and dam boards for water level control. The outlet will allow volitional release and complete drainage of the pond.

Support Systems

Wastes will be vacuumed off the pond bottoms periodically using a portable trash pump. Vacuumed wastes will be stored in a waste pond where they will be concentrated and removed. The site will have an 8' high, chain link, security fence around the circumference. Predator netting will cover the fish ponds and will require a support structure. An alarm system will consist of float switches and an automatic phone dialer. The generator and alarm system will be housed in a 12' by 24' metal building, which will also provide for food storage and electrical service. The concrete floor of the metal storage building will be at least one (1) foot above the 100 year floodplain per County Code. Power and alarm wiring will be run throughout the site in underground electrical conduit. The discharge pipe will be large diameter (18"), low pressure, PVC plastic pipe and will be constructed with large radius sweeps where used by fish for volitional release. Access roads and the limited parking area (5 Space) will be surfaced with crushed rock.

CONSTRUCTION DETAILS

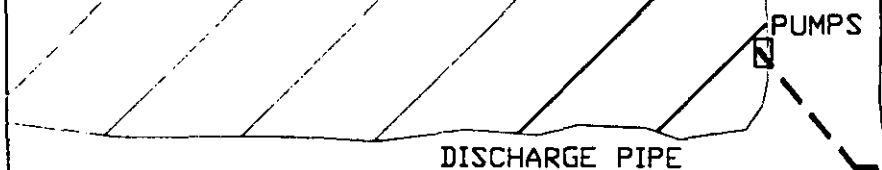
Balancing cut and fill will form ponds. No material will be removed from the site. The pond bottoms will average 2.5' below original grade, with a 20' wide area around each pond. Soils investigations will determine the type of equipment need for excavations. During construction, disturbed areas will be covered with erosion control materials. Cross sections are similar for all ponds although depth, width, and length may vary slightly.

RE-VEGETATION PLAN

After construction has been completed, the site will be graded. Disturbed areas will be replanted with commercial grass seed and a variety of evergreen trees and shrubs.

SCALE 20'	TOLEDO - DRAFT SITE PLAN	
	DRAWN BY: G. B. B. / M. B.	
N	DVG: S. TOLEDO / KEV	
	SEA SPRINGS CO., 46500 SE 139TH PL. NORTH BEND, WA 98048-4171	

TOLEDO COUNTY PARK SITE
EXISTING COUNTY PARK POND



PARK ACCESS ROAD

PRIVATE ROAD

RAY ROAD

ACCESS ROAD

WASTE POND

20' X 50'

AERATOR

WELL

50' X 140' POND

AERATOR

WELL

50' X 140' POND

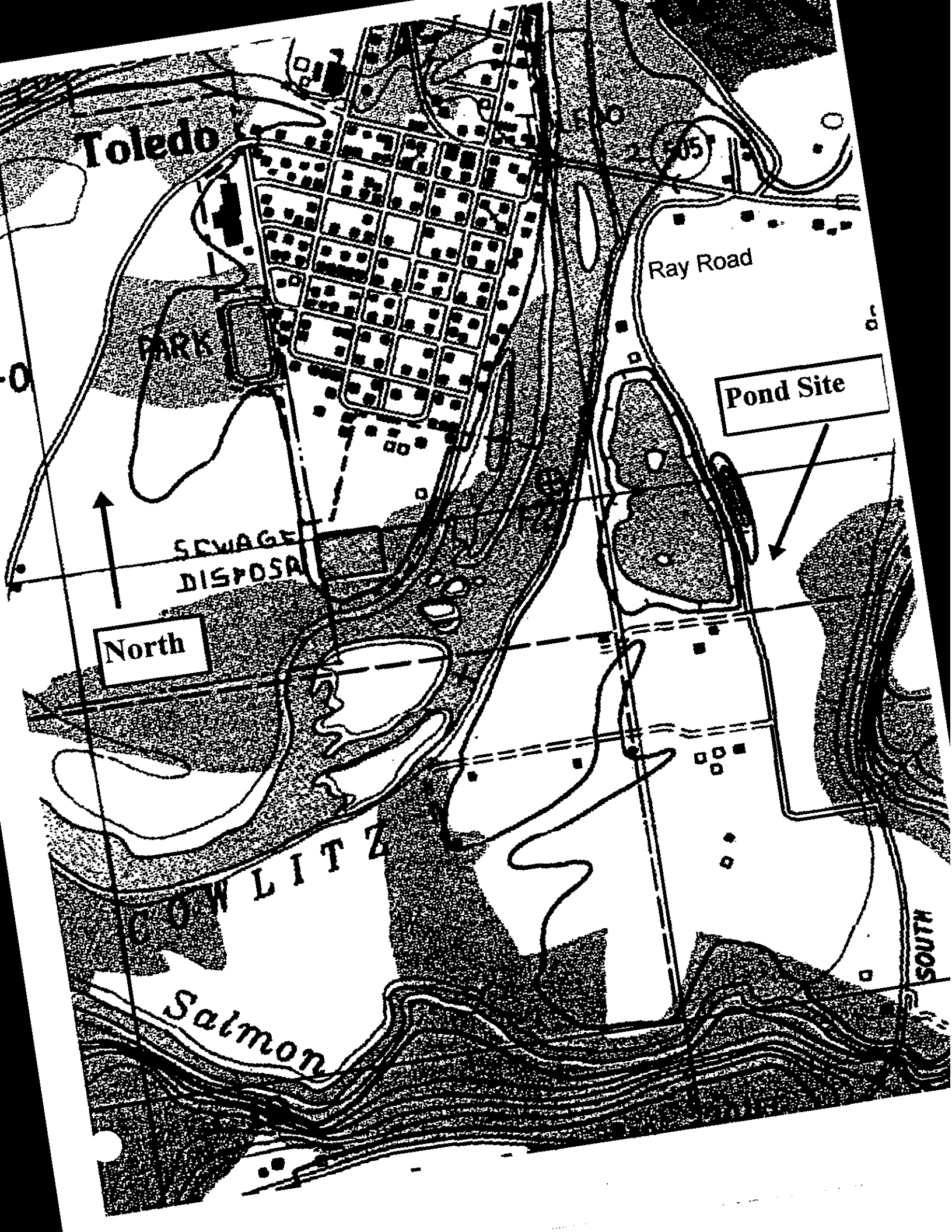
FENCE

ELECTRICAL

PARKING
30' X 50'

12' X 24'
BUILDING

PROPERTY BOUNDARY



INTRODUCTION

This project is part of FISH I, a watershed plan developed by local, volunteer fisheries organizations in Southwest Washington. The South Fork Toutle River is proposed as one of several sites where salmon and steelhead will be reared.

OWNERSHIP

The site is owned by Weyerhaeuser Co. An existing facility was constructed in 1981 by the US Army Corps of Engineers to collect fish returning to the upper Toutle after the Mt. St. Helens eruption. It does not now function as an adult collection facility and has been operated as an acclimation site for several years by the Cowlitz Game and Anglers Club.

EXISTING FACILITIES DESCRIPTION

A fish ladder and fish collection raceway were constructed behind a debris restraining dam. The dam failed during a flood event and does not now exist. The ladder (70' long) and the raceway (12' wide by 50' long) were built with wood. Their condition is poor and parts are failing. The site is encircled by a 7' high chain link fence. A toe drain behind the dam is located adjacent to the raceway and sheet pile helps form a channel from the ladder entrance to the Toutle. Water for the facilities is provided from Brownell Cr. to the site. The intake uses a sloped screen that does not meet WDFW screen criteria. It has been a successful, low maintenance intake, with one exception of an icing problem. At the intake site, a fish ladder has been constructed that may have passage problems. The pipeline from the intake to the site is 16" in diameter, 3,300' long, and drops 70'. The theoretical capacity of the line is over 10 cfs. The condition of the pipeline is unknown but is likely to be good.

PROPOSED FACILITIES DESCRIPTION**Water Supply System**

The existing water intake structure and pipeline are proposed to be used. Improvements to the screen intake are needed to protect fry in Brownell Creek. The new screen will have enough surface area to allow a perpendicular velocity of no more than 0.4 fps and will have a hole size of 3/32". The existing ladder will be studied and improvements added as identified. These proposals will be submitted in a future permit application.

Rearing Units

The existing wooden raceway will be removed and replaced with 2 ponds, measuring 30' by 90'. They will be 4' deep (3' of water depth) with a total of 13,000 cft of rearing volume. The ponds will be lined with an impermeable membrane and will be constructed with a 1% bottom slope. A drainage system will be installed under the liners for water removal. Water will be delivered through a pipe manifold which will spread flow across the head end of the pond. Discharge will be through a pre-cast concrete structure that will support a screen and dam boards for water level control. The outlet will allow volitional smolt release and complete drainage of the pond.

Support Systems

A settling pond measuring 68' by 22' by 5' deep (4' water depth) will remove some of the silt, sand, and gravel from the incoming water supply. Incoming and outgoing headers will spread the flow uniformly through the pond, improving settling performance.

This pond will have an compacted earthen bottom.

Wastes will be vacuumed off the rearing pond bottoms periodically using a portable trash pump.

Vacuumed wastes will be stored in a waste pond where they will be concentrated and removed.

The site will have an 8' high, chain link, security fence around the circumference.

A 10' by 10' by 14' tall wood frame shed will provide on-site storage.

Predator netting will cover the fish ponds and will require a support structure.

A V-notch weir installed in the water discharge channel will allow returning adults to be trapped in the channel.

The discharge pipe will be large diameter (15"), low pressure, plastic pipe and will be constructed with large radius sweeps where used by fish.

An alarm system will consist of float switches and an automatic phone dialer with either radio or cellular links.

CONSTRUCTION DETAILS

Ponds will be formed by balancing cut and fill. No material will be removed from the site.

Soils investigations will determine the type of equipment need for excavations.

During construction, disturbed areas will be covered with erosion control materials.

RE-VEGETATION PLAN

After construction has been completed, the site will be graded. Disturbed areas outside the perimeter fence will be planted with native grasses. Inside the fence, areas not surfaced with gravel will be planted with commercial grass seed.

CHECK LIST RESPONSES

100 YR FLOOD BOUNDARY

Data does not exist on the 100 yr flood elevation for the Toutle in this area. Personnel were on the site during the 1996 flood and have stated that water did not reach the project area.

PROPERTY DIMENSIONS IN THE VICINITY OF THE PROJECT

This site is part of a large Weyerhaeuser ownership. The ownership property lines are distant from the project area.

WETLANDS

The site was graded and filled in 1981. There are no wetlands in the project area.

FILL MATERIALS

The only fill brought onto the site will be 60 cubic yards of sand to form an underlayment for the pond liners. Cut and fill will be balanced for the rest of the project construction.

SHORELINES OF STATE-WIDE SIGNIFICANCE

All of the project site is included in a shoreline of state-wide significance.

BROWNELL/JORDAN CREEK SITE

SHORELINE DESIGNATION: CONSERVANCY

SCALE: 1" = 20'



TOUTLE - DRAFT SITE PLAN

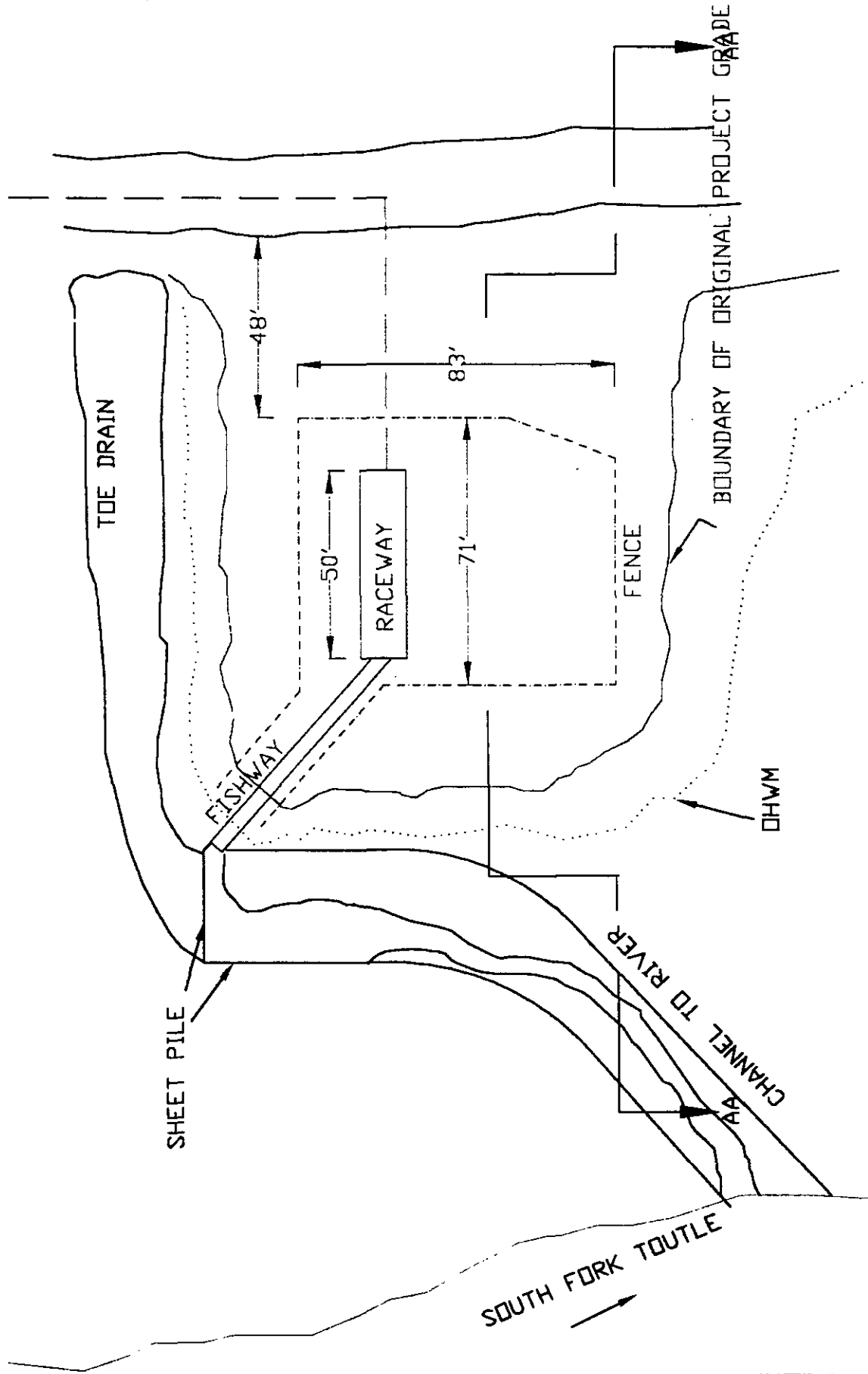
DRAWN BY: GF 5/6/98

DWG: S/TOUTLE

SEA SPRINGS CO, 46208 SE 139TH PL,
NORTH BEND, WA 98048 888-4171

EXISTING STRUCTURES TO BE REMOVED

WATER SUPPLY PIPELINE



BROWNELL/JORDAN CREEK SITE

SHORELINE DESIGNATION: CONSERVANCY

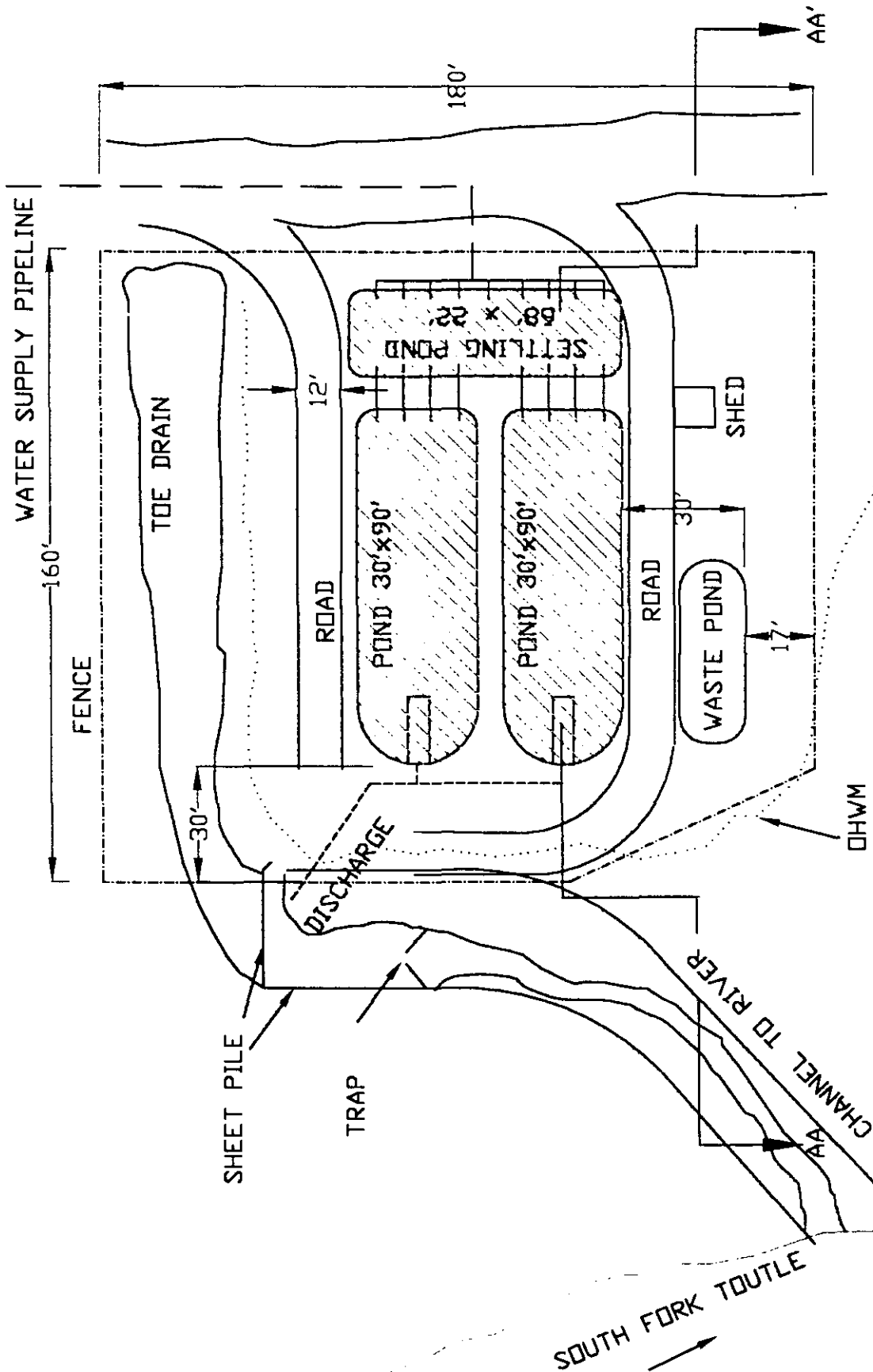
TOUTLE - DRAFT SITE PLAN

DRAWN BY: GF 5/6/98

DWG: S/TOUTLE

SEA SPRINGS CO, 46208 SE 139TH PL,
NORTH BEND, WA (425) 888-4171

SCALE: 1" = 20'

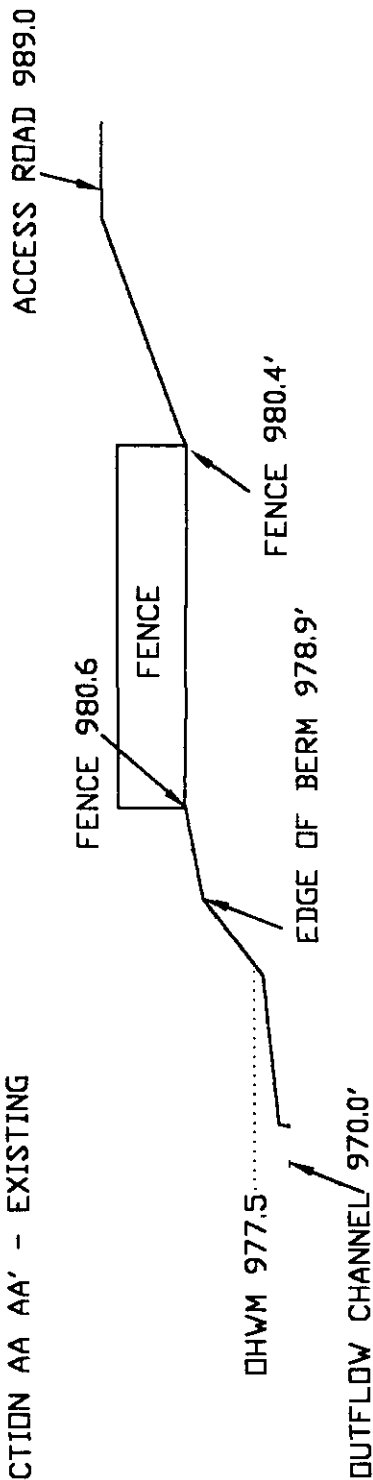


BROWNELL/JORDAN CREEK SITE

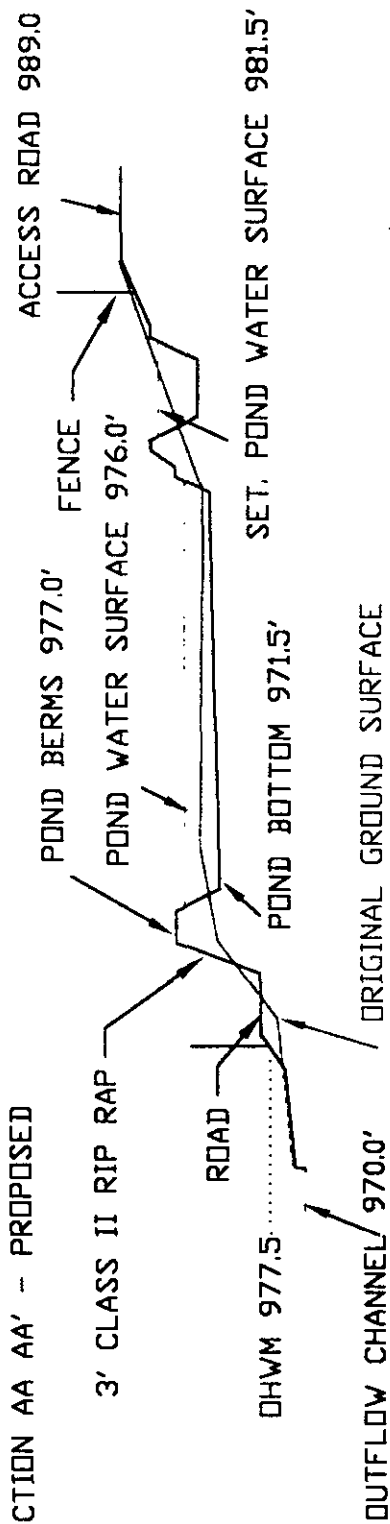
TOUTLE - CROSSECTIONS	
DRAWN BY: GF 5/6/98	
DWG: S/TOUTLE	
SEA SPRINGS CO, 46208 SE 139TH PL, NORTH BEND, WA (425) 888-4171	

HORIZONTAL SCALE:	20'
VERTICAL SCALE:	40'

CROSSECTION AA AA' - EXISTING



CROSSECTION AA AA' - PROPOSED



BROWNELL/JORDAN CREEK SITE

SCALE: 20'



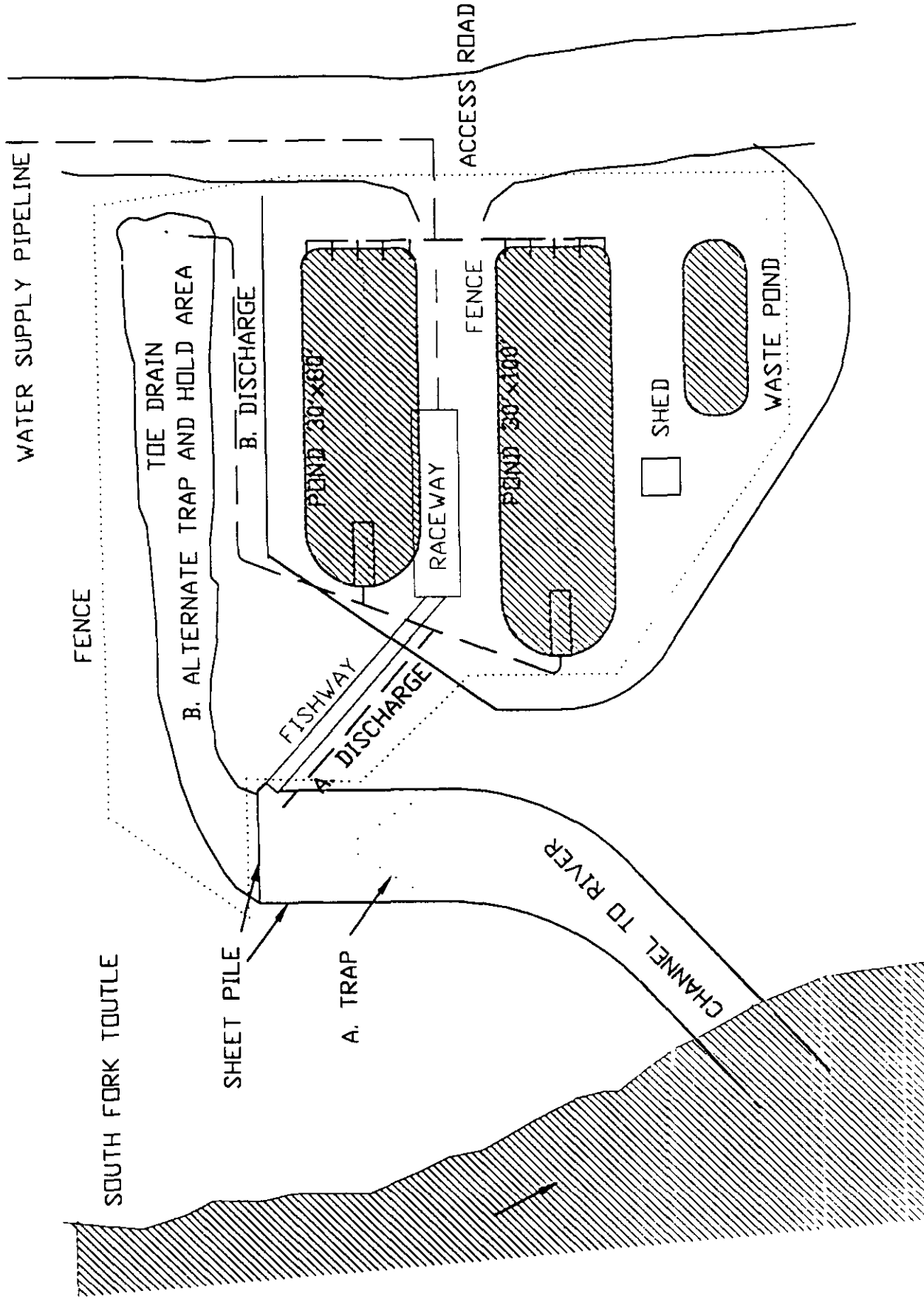
EXISTING STRUCTURES TO BE REMOVED

TOUTLE - DRAFT SITE PLAN

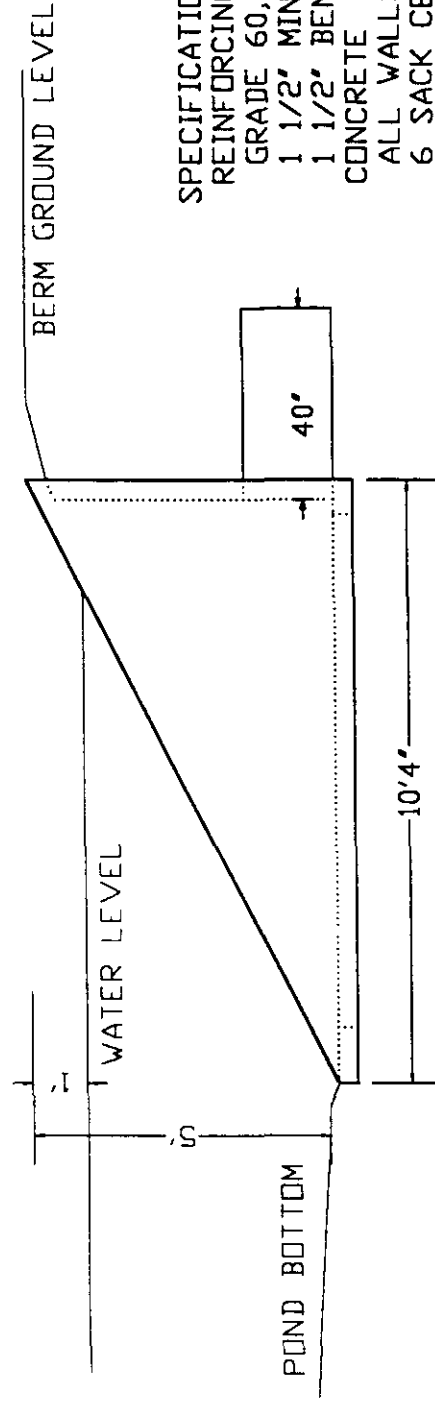
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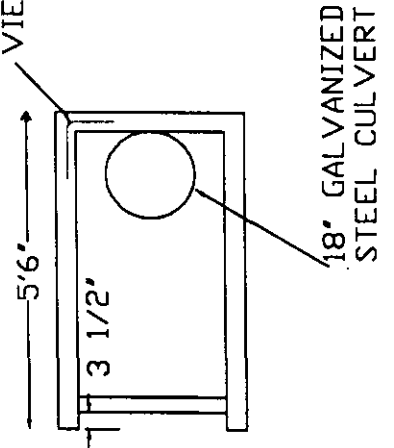
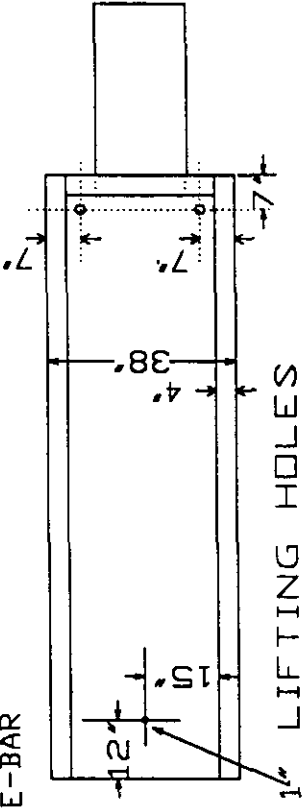
SEA SPRINGS CO, 46208 SE 139TH PL,
NORTH BEND, WA (425) 888-4171



POND OUTLET STRUCTURE



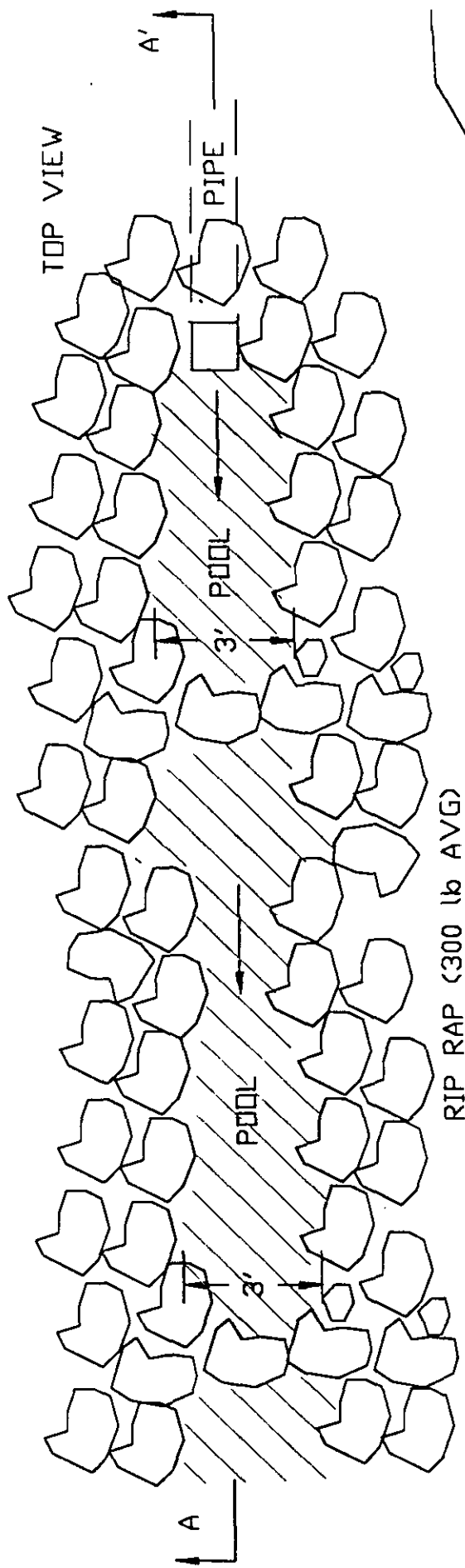
SAMPLE CUT-AWAY
VIEW OF RE-BAR



SPECIFICATIONS
 REINFORCING STEEL
 GRADE 60, ROUND, 1/4"
 1 1/2" MINIMUM COVER
 1 1/2" BENDING RADIUS
 CONCRETE
 ALL WALLS 4"
 6 SACK CEMENT
 HAND VIBRATED TO
 ELIMINATE VOIDS

NOTES:
 SCREEN CHANNEL AND
 DAM BOARD CHANNEL
 ATTACHED AFTER DELIVERY

SCALE 1" = 4'
 2/24/98
 GF
 OUTLET



NOTES:
POOLS HAND EXCAVATED
DURING RELEASE PERIODS

RIP RAP (300 lb AVG)

SIDE VIEW
CROSSSECTION AA'

POOLS

PIPE

ROCK DAM

RIVER (ELEVATION VARIES)

DISCHARGE DETAIL

DRAWN BY: GF 2/25/98

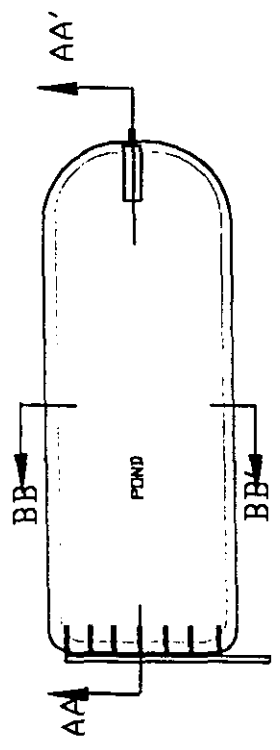
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NORTH BEND, WA (206) 888-4171



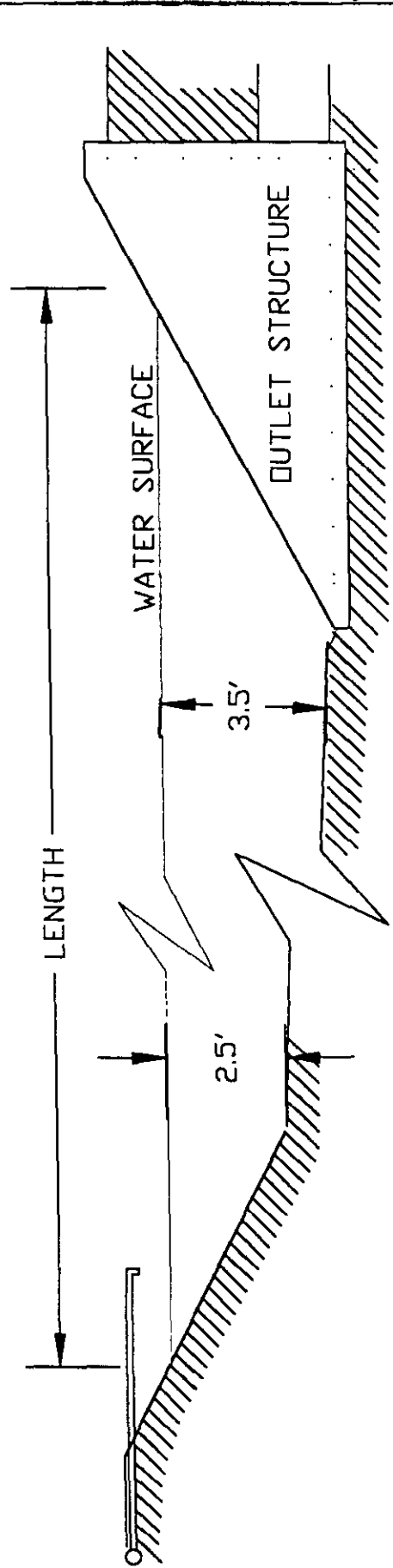
TYPICAL POND CROSSSECTIONS	
	DRAWN BY: GF 1/28/98
DRWG: S/CROSSSECTIONS.DWG	
SEA SPRINGS CD, 46208 SE 139TH PL, NORTH BEND, WA (206) 888-4171	

SCALE: 1" = 2'

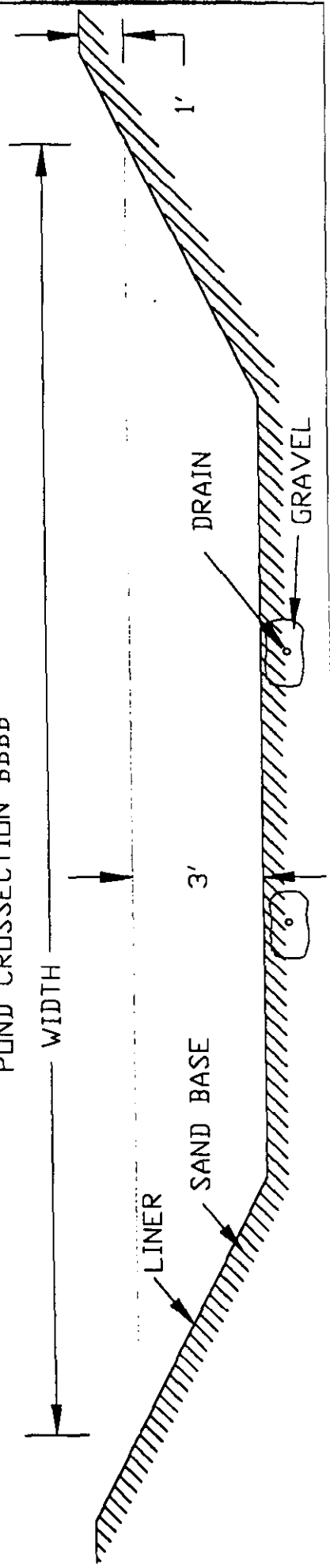
NOTES:
SIDE SLOPES 2:1
BOTTOM SLOPE 1%



POND CROSSSECTION AAAA'



POND CROSSSECTION BBBB'



SALMON HABITAT RESTORATION GRANTS PROGRAM

AMENDMENT 1

APPLICATION AND GUIDELINES

May 11, 1998

The above-mentioned APPLICATION is amended as follows:

- I. Pages A-2 through A-4 have been revised. Please replace Pages A-2 through A-4 with the enclosed amended pages.
- II. Application Part 5, Budget Summary, has been revised. Please replace Page A-6 with the enclosed amended page.
- III. QUESTIONS AND ANSWERS to the SHRG Application are attached hereto and incorporated herein by this reference.
- IV. Appendix E, Sample Landowner Agreement, has been revised. Please replace Appendix E with Appendix E-1, Revised Sample Landowner Agreement.

This amendment shall be effective on May 29, 1998.

Exhibit D
SHRG Application Package

Application Part 2
Salmon Habitat Restoration Grant
Instructions

Information provided in the following questionnaire will be the basis for your application's evaluation. Before completing the questionnaire, please read Important Considerations (Section 2) to ensure you meet the eligibility requirements.

Use the boxes ☐ throughout the document as a checklist for developing and completing your grant application.

PLEASE SUBMIT YOUR APPLICATION IN THE ORDER PRESENTED

- ☐ The Application Cover Sheet (Application Part 1) serves as your application cover letter. **Do not submit additional cover letters.**

Application Part 2 Instructions:

- ☐ **Retype each question** (*except italics*) completely and provide an answer immediately below it.
- ☐ Use 12 pt. font and single line spacing for all questions and answers.
- ☐ Use 8.5" x 11" white paper.
- ☐ Application Part 3, Questionnaire, **MUST NOT EXCEED SIX (6) single-sided pages.** (Does not include Application Parts 4-7.)

Maps:

- ☐ Attach maps of proposed work sites at the end of your application.
- ☐ Maps may be made on 8.5 x 11", 8.5 x 14, or 11 x 17" paper and **NO LARGER.**
- ☐ Additional copies of your application may be made, so all maps submitted should be legible and easily interpreted in black and white -- **not color coded.**
- ☐ **Be sure to clearly mark individual project sites by number.** (Clearly delineate project locations relative to roads, geomorphic features, water bodies and land ownership).
- ☐ Include *vicinity maps* to illustrate where the project is in relation to the watershed and county.
- ☐ Include *site maps* to illustrate where each project site is in relation to the mainstem river and tributaries.
- ☐ Provide Township, Range, Section, and latitude/longitude for each project site.

Application Part 3
Salmon Habitat Restoration Grant
Questionnaire

1. Provide a thorough but concise description of your project.
 - What are the qualitative factors to be enhanced, i.e., increased visual esthetics, water quality improvements, more shade, sediment delivery reduced, more spawning habitat, etc.
 - How do site conditions lend themselves to successful completion of proposed projects?
 - *(Reference multiple project sites by number #1, #2, #3....etc. as you will need to reference these on your maps and in Application Part 6).*
2. Identify the project's benefit toward salmon recovery.
 - How problems that now limit salmon recovery will be addressed.
 - What is the technical likelihood of success for this project; i.e., have environmental engineering plans been completed?
 - *Complete Application Part 6, Permit Information.* Did you use the expedited permit process made available through Second Substitute House Bill 2879? Based on permit information provided in the application, can permit requirements be met?
 - Is the project design based on demonstrated methods? What engineering reports and feasibility studies have been prepared and when? Describe any proposed project assessment.
 - Is baseline monitoring work for this project completed? If so, what is the data being referenced as your baseline, and what is its source?
 - How will ongoing monitoring and a 5 year progress report be completed to determine the project benefit to salmon recovery?
 - How will other projects complement this proposal?
 - *(Use a maximum of 3 pages to answer this question).*
 - *Indicate at each site activities, land ownerships, and area affected/benefitted in measurable units, such as number of square meters of habitat restored, length and average width of habitat restored in meters, etc. Express distances or area measurements in metric units.*

- III. Demonstrate that the project will be implemented in a critical area in response to an ESA listing or proposed listing of salmonid stocks.
- Describe whether stocks in the watershed or waterbody are ESA listed or a candidate for listing. Is the stock listed in the Salmon and Steelhead Stock Index (SASSI)? *See Appendix C to this application.*
 - *Complete Application Part 7, Species/Habitat Information. If the information source used to complete this form is not the SASSI Report, please indicate the source of your information.*
 - Indicate if the watershed or waterbody has been identified by a local government as a priority in its watershed plans or other planning documents for salmonid restoration or protection. *Indicate the entity that made the determination, the document in which the designation was made, the method used to make the determination and the date of the determination.*
 - Is the watershed or waterbody protected through a habitat conservation plan, critical area ordinance or other means? If so, please describe this protection.
- IV. How cost effective is the project?
- Using the measurable units (*i.e., square meters of habitat restored*) provided by your answer to Question 2, how much state money will be spent for each unit? How much money from all sources will be spent for each unit?
 - Describe matched or in-kind funding from other sources for this project.
 - *Complete Application Part 4, Partnership Match Summary. Letters of Commitment must be completed and included with your application for each partner providing a match for your project.*
 - *Complete Application Part 5, Budget Summary.*
- V. Describe the project sponsor's record of successful project implementation.
- Describe similar projects completed by the applicant. Who will oversee the project implementation on the ground and what field experience, training and qualifications do they possess?
 - Describe innovative strategies used in previous projects (e.g. financing, implementation or ongoing maintenance).
 - Describe ongoing maintenance strategies and the success in maintaining previous projects completed by the applicant.

Application Part 5
Salmon Habitat Restoration Grant
Budget Summary

SPONSORING ORGANIZATION:		CONTACT PERSON:	
PROJECT TITLE:			
PLEASE TAKE TIME TO REVIEW THE INFORMATION ON INELIGIBLE COSTS PROVIDED IN APPENDIX A BEFORE PREPARING THIS FORM. STRICT LIMITS APPLY TO THE AMOUNT ALLOWED FOR ADMINISTRATION.			
PROPOSED FUNDING SOURCE			
	STATE	OTHER	TOTAL
A. SALARIES			
B. BENEFITS			
C. GRANT ADMIN/INDIRECT * +			
D. MATERIALS (specify unit costs)			
E. LEASES/EQUIPMENT RENTAL (specify*)			
F. EQUIPMENT (specify*)			
G. PERSONAL SERVICE/A&E CONTRACTS *			
H. OTHER OPERATION COSTS* (directly related to project)			
I. TRAVEL (non-administrative)			
J. OTHER*			
K. MATCHING FUNDS (from Application Part 4)			
1. CASH			
2. IN-KIND ✓			
SUB TOTALS			
TOTAL PROJECT COSTS			
GRANT REQUEST			

* SPECIFY ON A SEPARATE SHEET AS NEEDED.

+ THESE FIGURES ARE NOT TO EXCEED A COMBINED TOTAL OF 15% OF THE REQUESTED GRANT AMOUNT.

✓ IN -KIND LABOR COSTS MUST BE NO HIGHER THAN THE LOCAL PREVAILING WAGE.

Questions and Answers Salmon Habitat Restoration Grant Program

Questions and answers for the Salmon Habitat Restoration Grant Program are broken out into three sections:

- A - Administration
- B - Partnerships
- C - Other Questions

A. ADMINISTRATION

- A1. On the budget form it says that the combine total of Admin/Indirect and service contracts must not exceed 15% of the grant total. What constitutes a service contract? Is it personal services, public works contracts, architectural and engineering contracts, etc.?

Answer: Service contracts are personal service contracts as defined by RCW 39.29, and Architectural and Engineering Services as defined by RCW 39.80. Although administration/indirect cost are limited to no more than 15% of the grant total, there is no limitation on service contracts for this grant.

- A2. Can grants funds be used for the purchase of real estate?

Answer: No. Per Appendix A of the grant application and guidelines, the purchase of land or real property is ineligible for funding under this grant.

- A3. Can sponsors submit more than 2 applications under this grant program?

Answer: Yes, sponsors can submit more than 2 applications under this grant program.

- A4. Is the application form available on disk?

Answer: No, but it may be e-mailed to you in electronic format. Please fax your request to the Grant Application Coordinator at (360) 902-2941 if you want the application e-mailed to you. Please include your e-mail address, mailing address and telephone number with your request.

- A5. Application Part 4, Partnership Match Summary, has a footnote item that states "volunteer time must be valued at local prevailing wage." Application Part 5 states "in-kind labor costs must be no higher than the local prevailing wage." What is the difference between volunteer time and in-kind labor? If volunteer time or in-kind labor is included in the costing of the application, what job categories can be used to determine the prevailing wage?

Answer: For the purposes of this grant, in-kind labor and volunteer labor can be considered the same. For information pertaining to prevailing wage job categories,

contact your local Department of Labor and Industries service office.

- A6. Application Part 4, Partnership Match Summary, has a space for the "SPONSORING ORGANIZATION" at the top of the form. Also, a column is provided for "SPONSORING ORGANIZATION" in the body of the form. What different information is desired in this column other than the name in the box at the top of the form?

Answer: The "Sponsoring Organization" column is provided to indicate the sponsor's contribution toward project costs.

- A7. Is work eligible for funding that which commences on or after July 1, 1998?

Answer: It would depend on the start date of your grant agreement. All costs incurred by successful applicants must be incurred during the period of the grant agreement.

B. PARTNERSHIPS

- B1. Is there a minimum local matching requirement?

Answer: No. Partnership matches are not required but are strongly encouraged.

- B2. Can ineligible costs be used as a local match?

Answer: It would depend on the type of match activity; any partnership match must directly support goals, objectives or activities identified in your grant application.

- B3. Can consultant services be provided as a local match?

Answer: Yes.

- B4. Appendix E is a Sample Landowner Agreement. The site for the proposed effort is on land owned by Pierce County, and planned for lease to the Key Peninsula Park and Recreation District. Is such a landowner agreement required?

Answer: Yes.

C. OTHER QUESTIONS

- C1. Can grant funds be used to augment prosecutors in effect counties for pursuing recalcitrant fish screen violators?

Answer: No.

- C2. Can these funds be made available to state agencies?

Answer: State agencies may not sponsor projects under this grant, however, they may act as subcontractors to the grant applicant.

C3. Do bioengineered plans for cut bank stabilization require an Engineer's stamp?

Answer: Yes.

C4. Can rock barbs be incorporated into a bioengineered plan for the stabilization of active cut banks?

Answer: Yes.

C5. We are currently working with several municipalities who are attempting to make water/sewer system improvements that would benefit fish habitat. Examples include:

1. Reducing fish exposure to toxic chlorinated effluent by replacing chlorine disinfection with UV disinfection;
2. Preventing plant overflows that dump untreated sewage into low-oxygen fish bearing streams;
3. Reclaiming wastewater to augment stream flows; and
4. Water conservation improvement of leaky water lines to reduce water withdrawals from fish bearing streams.

Are these infrastructure improvement projects eligible for funding under the grant program?

Answer: No. Per Appendix A, major capital expenditures are ineligible for funding under this grant.

C6. How far upstream do we need to monitor to indicate project success?

Answer: It depends on the type of project. Monitoring needs to be representatively sampled in the fish usage zone.

C7. Would culvert assessment for sediment issues be an eligible activity?

Answer: Yes.

C8. Compensatory mitigation is ineligible, but what about wetland banking?

Answer: No. Per Appendix A of the grant application and guidelines, the purchase of land or real property is ineligible for funding under this grant.

C9. If wetland banking is eligible, what about a wetland bank that would, in part, be compensatory mitigation? Would only the compensatory mitigation portion of the project be ineligible?

Answer: See C8 above. Additionally, any activities directly or indirectly connected to compensatory mitigation, either as a requirement of a permit or as the result of an enforcement action, are ineligible for funding under this grant application.

- C10. If a project receives funding from this program can it also be included later in a habitat conservation plan for Chinook salmon?

Answer: Yes.

- C11. What is meant by the key criteria "....greater benefit to salmon recovery," and "....more critical salmon habitat area?" What is this in comparison to? Clearer definitions of these terms would be helpful.

Answer: Appendix C, Salmon & Steelhead Stock Inventory (SASSI) Extract, was provided with the grant application for this purpose. If the applicant wishes to use another source of information to demonstrate their project benefit or criticality, the applicant must site the source per Application Part 7, Species/Habitat Information.

- C12. The program excludes many potentially important activities such as property acquisition, major capital expenditures, public education and compensatory mitigation. Can you provide examples of projects or activities that are intended to be funded by the program?

Answer: Activities that may be funded by this grant include, but are not limited to, streambank stabilization, stream fencing, spawning gravel placement, large woody debris installation, debris removal, and vegetation planting to enhance salmonid habitat.

- C13. My organization will work this summer restoring salmon habitat near the mouth of the Duwamish River. Though Duwamish River salmon stocks categorized as "healthy" in your list, the work will have a clear benefit to the upstream run on Newaukum Creek, which is "depressed." Would such work qualify for your support?

Answer: Yes.

- C14. Can grants funds be used to provide financial assistance to irrigators with inadequate screens or no fish screens?

Answer: No.

- C15. For another grant program, my organization signed a landowner agreement with a private corporation with alternate language due to difficulties in gaining signatures at a corporate level. Appendix E, Sample Landowner Agreement, states that the agreement "shall be effective upon date of last signature and shall remain in effect for ten (10) years." This landowner agreement states that "this Agreement shall be renewed and shall remain in effect on a yearly basis for a period not to exceed ten years from the date of the final signature and can be terminated by either party after one year from the date of final signature with ten days notice." Is this acceptable for the Salmon Habitat Restoration Program?

Answer: A landowner agreement that is substantially the same as the sample must be executed with the landowner. Any revision of the terms of the landowner agreement must be approved in advance by WDFW.

Appendix E-1

Revised Sample Land Owner Agreement

THIS TEMPLATE MAY BE USED TO OBTAIN LANDOWNER AGREEMENT, HOWEVER, THIS TEMPLATE IS SUBJECT TO CHANGE PRIOR TO GRANT EXECUTION

LANDOWNER AGREEMENT FOR RESTORATION PROJECTS UNDER THE WDFW SALMON HABITAT RESTORATION GRANT

This Landowner Agreement (Agreement) dated and effective this ____ day of _____, 1998 by and between the following signatory parties:

Landowner Name (Landowner): _____
Street Address: _____
City, State, Zip Code: _____

Salmon Habitat Restoration Project Sponsoring Organization (Grantee):
Grantee Name: _____
Street Address: _____
City, State, Zip Code: _____

The signatory parties, in signing this agreement, join as participants in conducting certain restoration activities, in accordance with the terms and conditions of WDFW Salmon Habitat Restoration Grant No. _____, on lands owned by Landowner in _____ Watershed, _____ County, State of Washington, which is located in Section _____, Township _____, Range _____. These restoration activities are further described in Exhibit A, Project Description, which is attached hereto and incorporated herein. These restoration activities shall entail:
(Provide a brief description of specific activities to occur on Landowner's property)

The Grantee and WDFW, or their employees, agents, representatives, or assignees, reserve the right to enter the land, at reasonable times and upon reasonable notice, for restoration implementation and management purposes, to inspect completed work, to monitor long term success of the completed project, and to show the restoration project to interested parties for informational or educational purposes.

The terms of this agreement will be for 5 years beginning _____, 1998, and ending _____, 20 _____. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and site.

This agreement may be modified at any time by mutual written consent by authorized representatives of any of the parties. Any party may seek termination of this agreement by providing advance notice, in writing, to the other parties that it desires the agreement to be terminated. Such termination shall be effective thirty (30) days after authorized representatives of all parties have agreed in writing to such termination.

This agreement does not authorize WDFW or the Grantee to assume jurisdiction over, or assume any ownership interest in, the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

At the end of the term of agreement, the restoration project will become the property of the Landowner.

Each of the parties to this agreement agrees that it will be liable for its own acts and the acts of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, in connection with the performance of its obligations under this agreement, and for its own acts and the active of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, that occur on the land, unless such acts or results arise from the negligent or willful acts, or omissions of the other parties to this agreement, their employees, agents, representatives, subsidiaries, or affiliates.

A change of ownership shall not change the terms of this agreement. The agreement and terms shall be in effect on the described land for the period of the agreement unless the agreement is terminated earlier according to the provisions contained herein. The Landowner will notify WDFW of changes in ownership within thirty (30) days. In event of such transfer of ownership, the Landowner shall provide a copy of this agreement to the succeeding owner prior to such transfer.

Upon expiration or termination of this agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this agreement.

Landowner guarantees ownership of the above described land and warrants that there are no outstanding rights which interfere with this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Grantee Date

Landowner Date

State of Washington Date
Department of Fish & Wildlife

Salmon Habitat Restoration Grants Program Application and Guidelines

July 1998 - June 1999



Washington Department of Fish and Wildlife

May 11, 1998

WDFW SALMON HABITAT RESTORATION GRANTS

DATES TO REMEMBER

Applicant Questions Due:	May 22, 1998
Answers to Questions Mailed/Faxed:	May 29, 1998
Applications Due:	<u>June 12, 1998</u>
Announcement of Grant Awards:	<u>June 24, 1998</u>
Grants Awarded:	<u>July 1, 1998</u>

WHO MAY APPLY

Applications for Salmon Habitat Recovery Grants may be sponsored by counties, cities, special districts, tribal governments, combinations of such governments through interlocal agreements, non-profit organizations, or one or more private citizens. If multiple partners are involved, one partner must serve as the sponsoring organization. Only two (2) applications are allowed per sponsoring organization. Sponsoring organizations shall comply with general liability insurance requirements.

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1. INTRODUCTION

The 1998 Washington State Legislature passed ESHB 2496 (Salmon Recovery Planning) to address several problems causing the decline of salmon. Under this law, WDFW is authorized to provide grants for habitat restoration projects that benefit salmon stocks in Washington State. \$3 million is available to sponsors for these projects from July 1, 1998 to June 30, 1999. Grants under this program will be awarded to projects that:

- Provide a greater benefit to salmon recovery
- Will be implemented in a more critical salmon habitat area
- Are most cost effective
- Have the greatest matched or in-kind funding
- Will be implemented by a sponsor with a successful record of project implementation

An Interagency Review Team (IRT) was also created in ESHB 2496 to review and rank projects. WDFW was assigned to administer the grants process and contracts with successful applicants. Depending on the success of the first year, the Washington State Legislature may fund future grants.

2. IMPORTANT CONSIDERATIONS

A. ELIGIBILITY FOR FUNDING

- ☐ Applications must be received by June 12, 1998 by 4:30 p.m. (No faxes will be accepted.)
- ☐ Projects must be completed and all eligible costs incurred by June 30, 1999 (**No extension will be allowed**).
- ☐ Projects must benefit salmon habitat.
- ☐ Grant requests cannot exceed \$300,000 for funds from this program. Any applications in excess will be rejected (this does not include in-kind services or matching funds).
- ☐ Matching funds must be verified by a Letter of Commitment from partners (A-5-a).
- ☐ Only two applications per sponsoring organization will be accepted for consideration.
- ☐ No more than 15% of the grant amount may be spent on administrative expenses, including subcontracted administration costs.
- ☐ Non-profit organizations must demonstrate their viability and/or longevity. As a minimum, each must:
 - (1) Have been registered with the Washington Secretary of State or Internal Revenue Service as a 501© corporation registered in Washington State.

- (2) Demonstrate that salmon habitat restoration is part of its charter.
- (3) Show evidence of **a)** managing a salmon habitat restoration project; **b)** actively develop such a project; or **c)** working in partnership with an organization or agency with such experience.
- (4) Show evidence of a legal successor that meets these requirements if the grant-receiving organization were to dissolve.

B. KEY CRITERIA

Successful grant applications should include the following key criteria:

- ☐ Project provides a greater benefit to salmon recovery
- ☐ Implementation in a more critical salmon habitat area
- ☐ Cost effectiveness
- ☐ Amount of matched or in-kind funding from other sources
- ☐ Sponsor's record of successful project implementation
- ☐ Address root causes of problems rather than treating symptoms;
(Example: reduce or prevent sediment from entering a fish bearing stream rather than diverting sediments into a trap.)
- ☐ Demonstrate consistency with watershed management plans, and local growth management plans, where adopted, or with prescriptions/recommendations identified in a completed watershed analysis
- ☐ Post-project monitoring is provided through partnership match.

3. HOW TO APPLY FOR GRANTS

A. APPLICATION COORDINATION

Any oral communications will be considered unofficial and non-binding on the State. Applicants should rely only on written statements issued by the Application Coordinator.

Application Coordinator
Jeff Hugdahl, Deputy Contracts Officer
Department of Fish & Wildlife
600 Capitol Way North
Olympia, Washington 98501-1091
Phone No: (360) 902-2439
Facsimile: (360) 902-2941

B. FACSIMILE COMMUNICATION: You may use facsimile communication (FAX) for all communications **EXCEPT THE APPLICATION.**

C. APPLICANTS QUESTIONS AND ANSWERS

- ☐ Specific questions concerning this application should be submitted in writing to the Application Coordinator no later than **May 22, 1998** at the address or facsimile above. Copies of all written questions and answers will be mailed by **May 29, 1998**, to all applicants who submitted a letter of intent to apply. Only the written responses will be considered official.

D. DELIVERY OF APPLICATION

- ☐ **Submit one (1) signed original (single-sided) and eight (8) double-sided copies** of your application to the Application Coordinator at the address specified above.
- ☐ The application, whether mailed or hand delivered, must arrive at the WDFW Office of Contract Services no later than 4:30 p.m., local time, Olympia, Washington **June 12, 1998**. Late applications shall not be accepted and shall automatically be disqualified from further consideration. Postmarking by the due date will not substitute for actual application receipt. Applicants assume all responsibility for the delivery of application.

4. EVALUATION AND AWARD PROCEDURES

A. EVALUATION TEAM

An interagency review team consisting of members from WDFW, the Conservation Commission and the Washington State Department of Transportation will evaluate and rank proposals using the guidance and advice of an agency screening team appointed by the Director of WDFW.

B. INFORMATION USED FOR EVALUATION

The evaluation teams will use the information provided in the completed application only.

C. NOTICE OF AWARD

WDFW will notify all project applicants in writing of the selection of the grant awards by June 24, 1998.

WDFW reserves the right to adjust the funding allocation during the duration of the grant pursuant to the terms of the grant. WDFW may, at any time at its sole discretion and without penalty, reject any and all applications and/or issue no grant.

5. GENERAL PROVISIONS

A. COST OF APPLICATION PREPARATION

WDFW will not be liable for any costs incurred by the applicant associated with the preparation of the application.

B. WAIVER OF MINOR IRREGULARITIES

WDFW reserves the right to waive minor irregularities contained in this application.

C. APPLICATION AMENDMENTS

WDFW reserves the right to amend this application. WDFW will mail any amendments issued to all applicants who submitted a letter-of-intent to apply.

If a conflict exists between amendments, or between an amendment and the application, the document issued last shall take precedence. The published questions and answers are an amendment to the application.

D. AUTHORITY TO BIND WDFW

The Director of WDFW and his/her designated representatives are the only people who may legally commit WDFW to a grant agreement. The grantee shall not incur, and WDFW shall not pay, any costs incurred before a grant agreement is fully executed.

E. GRANT AGREEMENT TERMS

Sponsors will be required to sign a grant agreement similar to that in Appendix H which will incorporate the Applications and Guidelines, the successful application(s) and any required federal terms and conditions as appropriate.

If the Sponsor does not sign the final grant agreement within ten (10) business days of delivery, WDFW may cancel the selection and award the contract to the next-highest ranked applicant(s).

F. PERFORMANCE BONDS

WDFW will not require performance bonds as a condition of this grant. However, the agencies reserve the right to retain five percent (5%) of the total grant amount from payments to the grantee. As defined in Appendix D - Exhibit A, General Terms and Conditions, Section 7, Retainage.

G. LIABILITY INSURANCE

Grantee may be required to carry and maintain general public liability insurance in accordance with Washington State Risk Management Policies.

H. PUBLIC DISCLOSURE

Material submitted in response to this grant application shall become the property of WDFW.

All applications received shall remain confidential until the grant(s), if any, resulting from this application is signed by both the WDFW and the applicant; thereafter the proposals shall be deemed public records as defined in RCW 42.17.250 to 340.

In the event an applicant desires to claim that portions of its application are exempt from disclosure under the provisions of RCW 42.17.250 to 340, it is incumbent upon the applicant to identify those portions in a transmittal letter. The transmittal letter must identify the page and particular exception(s) from disclosure upon which it is making its claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

WDFW will consider an applicant's request(s) for exemption from disclosure however, WDFW will make a decision predicated upon applicable laws. An assertion by an applicant that an entire volume of its application is exempt from disclosure will not be honored.

A charge will be assessed for copying and shipping of requested materials as outlined in RCW 42.17.300. No fee shall be charged for inspection of grant files, but twenty-four (24) hours notice to WDFW is required. Requests for information should be addressed to the Application Coordinator.

Application Part 1

Salmon Habitat Recovery Grant

Application Cover Sheet

1. Sponsoring organization name and address: 	2. Contact person for this application, title, address, phone number, and fax:
3. Tax identification number: 	
4. Project Title: 	
5. Project locations: a. Name and number of Water Resource Inventory Area (WRIA): c. Stream name(s) and number(s) including WRIA number(s): b. County(s) in which project(s) will be implemented: d. Tributaries of: e. Legislative district(s) in which the project(s) will be implemented:	
6. Project duration period: Anticipated start date: _____ Anticipated completion date: _____ (Grant funds must be expended by June 30, 1999)	
7. Funding: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> a. Grant request: \$ _____ (\$300,000 maximum) </div> <div style="width: 45%;"> b. Matching funds: Cash: \$ _____ In-kind: \$ _____ </div> </div>	
8. Project summary: (must fit in this space)	
<p>9. I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND THAT I AM AUTHORIZED TO SIGN AND SUBMIT THIS INFORMATION ON BEHALF OF THE APPLICANT. If the signatory is not a board chair, city manager, county executive, tribal chair, board of commissioners chair, etc., a resolution authorizing the signatory to sign on behalf of the public body must be attached.</p>	
PRINTED NAME _____	TITLE _____
SIGNATURE _____	DATE _____

Application Part 2 Salmon Habitat Recovery Grant Instructions

Information provided in the following questionnaire will be the basis for your application's evaluation. Before completing the questionnaire, please read Important Considerations (Section 2) to ensure you meet the eligibility requirements.

Use the boxes ☐ throughout the document as a checklist for developing and completing your grant application.

PLEASE SUBMIT YOUR APPLICATION IN THE ORDER PRESENTED

- ☐ The Application Cover Sheet (Application Part 1) serves as your application cover letter. **Do not submit additional cover letters.**

Application Part 2 Instructions:

- ☐ **Retype each question** (*except italics*) completely and provide an answer immediately below it.
- ☐ Use 12 pt. font and single line spacing for all questions and answers.
- ☐ Use 8.5" x 11" white paper.
- ☐ Application Part 3, Questionnaire, **MUST NOT EXCEED SIX (6) single-sided pages.** (Does not include Application Parts 3-6.)

Maps:

- ☐ Attach maps of proposed work sites at the end of your application.
- ☐ Maps may be made on 8.5 x 11", 8.5 x 14, or 11 x 17" paper and NO LARGER.
- ☐ Additional copies of your application may be made, so all maps submitted should be legible and easily interpreted in black and white -- **not color coded.**
- ☐ **Be sure to clearly mark individual project sites by number.** (Clearly delineate project locations relative to roads, geomorphic features, water bodies and land ownership).
- ☐ Include *vicinity maps* to illustrate where the project is in relation to the watershed and county.
- ☐ Include *site maps* to illustrate where each project site is in relation to the mainstem river and tributaries.
- ☐ Provide Township, Range, Section, and latitude/longitude for each project site.

Application Part 3
Salmon Habitat Recovery Grant
Questionnaire

1. Provide a thorough but concise description of your project.

- What are the qualitative factors to be enhanced, i.e. increased visual esthetics, water quality improvements, more shade, sediment delivery reduced, more spawning habitat, etc.
- How do site conditions lend themselves to successful completion of proposed projects?
- *(Reference multiple project sites by number #1, #2, #3....etc. as you will need to reference these on your maps and in Application Part 6).*

2. Identify the project's benefit towards salmon recovery.

- How problems that now limit salmon recovery will be addressed.
- What is the technical likelihood of success for this project; i.e., have environmental engineering plans been completed?
- *Complete Application Part 6, Permit Information.* Did you use the expedited permit process made available through Second Substitute House Bill 2879? Based on permit information provided in the application, can permit requirements be met?
- Is the project design based on demonstrated methods? What engineering reports and feasibility studies have been prepared and when? Describe any proposed project assessment.
- Is baseline monitoring work for this project completed? If so, what is the data being referenced as your baseline, and what is its source?
- How will on-going monitoring and a 5 year progress report be completed to determine the project benefit to salmon recovery?
- How will other projects complement this proposal?
- *(Use a maximum of 3 pages to answer this question).*
- *Indicate at each site activities, land ownerships, and area affected/benefitted in measurable units, such as number of square meters of habitat restored, length and average width of habitat restored in meters, etc. Express distances or area measurements in metric units.*

3. Demonstrate that the project will be implemented in a critical area in response to an ESA listing or proposed listing of salmonid stocks.
- Describe whether stocks in the watershed or waterbody are ESA listed or a candidate for listing. Is the stock listed in the Salmon and Steelhead Stock Index (SASSI)? *See Appendix C to this application.*
 - *Complete Application Part 7, Species/Habitat Information. If the information source used to complete this form is not the SASSI Report, please indicate the source of your information.*
 - Indicate if the watershed or waterbody has been identified by a local government as a priority in its watershed plans or other planning documents for salmonid restoration or protection. *Indicate the entity that made the determination, the document in which the designation was made, the method used to make the determination and the date of the determination.*
 - Is the watershed or waterbody protected through a habitat conservation plan, critical area ordinance or other means? If so, please describe this protection.
4. How cost effective is the project?
- Using the measurable units (*i.e. square meters of habitat restored*) provided by your answer to Question 2, how much state money will be spent for each unit? How much money from all sources will be spent for each unit?
 - Describe matched or in-kind funding from other sources for this project.
 - *Complete Application Part 3, Partnership Match Summary. Letters of Commitment must be completed and included with your application for each partner providing a match for your project.*
 - *Complete Application Part 5, Budget Summary.*
5. Describe the project sponsor's record of successful project implementation.
- Describe similar projects completed by the applicant. Who will oversee the project implementation on the ground and what field experience, training and qualifications do they possess?
 - Describe innovative strategies used in previous projects (e.g. financing, implementation or on-going maintenance).
 - Describe on-going maintenance strategies and the success in maintaining previous projects completed by the applicant.

Application Part 4 **Salmon Habitat Recovery Grant** **Partnership Match Summary**

INFORMATION PROVIDED ON THIS FORM WILL BE USED FOR SCORING. PREFERENCE WILL BE GIVEN TO PROJECTS THAT INCLUDE PARTNERSHIP MATCH. PLEASE ATTACH LETTERS OF COMMITMENT BEHIND THIS PAGE.

SPONSORING ORGANIZATION:		CONTACT PERSON:			
PROJECT TITLE:					
	SPONSORING ORGANIZATION:	PARTNER NAME:	PARTNER NAME:	PARTNER NAME:	TOTAL FUNDS FROM PARTNERSHIPS ★★★
CASH MATCH:					
LABOR:					
ADMIN/INDIRECT:◇					
EQUIPMENT:					
MATERIALS:					
TRAINING:					
OTHER:*					
SUB TOTAL:					★★★
IN-KIND MATCH:					
LABOR:					
ADMIN/INDIRECT:◇					
EQUIPMENT:					
MATERIALS:					
TRAINING:					
OTHER:*					
SUB TOTAL:					★★★
TOTAL PER PARTNER:					

★★★ PLEASE CARRY THE SUB TOTALS IN THIS COLUMN TO APPLICATION PART 5 - BUDGET SUMMARY

◇ Administration and indirect costs should be no more than 15% combined for cash and in-kind match.

* Volunteer time must be valued at local prevailing wages.

* PLEASE IDENTIFY OTHER COSTS BELOW:

Letter of Commitment Partnership Match

_____ are joining in cooperative effort with _____
(Partnership Organization Title) (Sponsoring Organization)

to assist in with the successful completion of _____
(Project Title)

_____ is contributing \$_____ in cash match or in-kind services
(Partnership Organization Title)

pending grant award.

If in-kind services are contributed please detail below:

CONTRIBUTION	VALUE	DESCRIPTION
Labor:	\$	
Equipment:	\$	
Materials:	\$	
Travel:	\$	
Training:	\$	
Administration:	\$	
Monitoring:	\$	
Public Outreach:	\$	
Other:	\$	
Other:	\$	
TOTAL:	\$	

Signature

Name: _____

Address: _____

Title: _____

Date: _____

Phone: _____

Application Part 5
Salmon Habitat Recovery Grant
Budget Summary

SPONSORING ORGANIZATION:		CONTACT PERSON:	
PROJECT TITLE:			
PLEASE TAKE TIME TO REVIEW THE INFORMATION ON INELIGIBLE COSTS PROVIDED IN APPENDIX A BEFORE PREPARING THIS FORM. STRICT LIMITS APPLY TO THE AMOUNT ALLOWED FOR ADMINISTRATION.			
PROPOSED FUNDING SOURCE			
	STATE	OTHER	TOTAL
A. SALARIES			
B. BENEFITS			
C. GRANT ADMIN/INDIRECT * +			
D. MATERIALS (specify unit costs)			
E. LEASES/EQUIPMENT RENTAL (specify*)			
F. EQUIPMENT (specify*)			
G. SERVICE CONTRACTS * +			
H. OTHER OPERATION COSTS* (directly related to project)			
I. TRAVEL (non-administrative)			
J. OTHER*			
K. MATCHING FUNDS (from Application Part 4)			
1. CASH			
2. IN-KIND ✓			
SUB TOTALS			
TOTAL PROJECT COSTS			
GRANT REQUEST			

* SPECIFY ON A SEPARATE SHEET AS NEEDED.

+ THESE FIGURES ARE NOT TO EXCEED A COMBINED TOTAL OF 15% OF THE REQUESTED GRANT AMOUNT.

✓ IN -KIND LABOR COSTS MUST BE NO HIGHER THAN THE LOCAL PREVAILING WAGE.

Application Part 6

Salmon Habitat Recovery Grant

Permit Information

The following information is necessary for a completed application but will not be used for scoring.

PERMITS:

Please complete the appropriate permit status boxes for your project. If multiple project sites and activities are being proposed, reference each project by number #1, #2, #3....etc., as they are listed in Question 1 Application Part 3 to indicate what permits are required for each.

PERMIT	NOT REQUIRED	REQUIRED	PENDING	OBTAINED	PERMIT #
HPA					
Section 10/404 assessment					
401 Certification					
Forest Practices					
Shorelines					
Local (County/City)					
SEPA/NEPA					

Your project may be eligible for the New Expedited Permit Application Process for fish habitat enhancement projects as established by 2SHB 2879. For more information about the application contact the Washington Department of Ecology's Permit Assistance Center at (360) 407-7037.

Please provide the agency, location, date of contact, and individuals whom you have contacted regarding permit requirements:

PERMIT	AGENCY	LOCATION	DATE	INDIVIDUAL CONTACTED PHONE
HPA				
Section 10/404 assessment				
401 Certification				
Forest Practices				
Shorelines				
Local (County/City)				
SEPA/NEPA				

Application Part 7
Salmon Habitat Recovery Grant
Species/Habitat Information

In the matrix below, check the salmon and trout species occurring in the waterbody or watershed and their status according to the SASSI Report (see Appendix C to this application). If the source is other than the SASSI Report, please indicate the source in the "Information Source" column.

Species	Healthy	Depressed	Critical	Unknown	Information Source
Chinook					
Coho					
Sockeye					
Chum					
Pink					
Steelhead					
Bull Trout/ Dolly Varden					
Rainbow					
Cutthroat (sea run)					

	Present in waterbody?	Information Source
Brown Trout		
Atlantic Salmon		
Brook Trout		

Appendices

- A. INELIGIBLE COSTS AND ACTIVITIES
- B. GLOSSARY OF KEY TERMS
- C. EXTRACT FROM SALMON & STEELHEAD STOCK INVENTORY (SASSI)
- D. SAMPLE GRANT AGREEMENT AND TERMS AND CONDITIONS
- E. SAMPLE LANDOWNER AGREEMENT
- F. SMALL & ATTRACTIVE ASSET DEFINITIONS

Appendix A

Ineligible Costs and Activities

Ineligible Costs and Activities

- Activities other than those that directly support goals, objectives, or deliverable services identified in an approved agreement
- Purchase of land and or real property
- Major capital expenditures (unless demonstrated to be less expensive than renting or leasing and approved by WDFW)
- Artificial production of fish (incubators, net pens, hatchery or aquaculture activities)
- watershed planning work or assessment
- Routine maintenance and operations expenses
- Streambank hardening as a stand-alone project (hardening may be used as a part of bioengineering projects using other methods of habitat protection or restoration)
- Administrative expenses above 15% of the requested grant amount
- Post-project monitoring (although strongly encouraged through partnerships)
- Public education (although encouraged through partnerships)
- Compensatory mitigation
- Installation of septic tanks on private property
- Projects directed at recreational outcomes such as boat ramps, parks, toilets, etc.
- Hazardous material cleanup
- Purchase of equipment needed for maintenance that is not essential to completion of the initial project scope of work (e.g., lawn mowers, snow removal equipment, brooms, and other maintenance equipment for sites and buildings); or that will go toward supporting a "for profit" entity or activity
- Fines and penalties due to violations of, or failures to comply with federal, state or local laws

- Indirect costs associated with total project costs (unless approved and incorporated in the agreement)
- Legal expenses
- Costs associated with performance bonding requirements
- Lobbying or expenses associated with lobbying
- Office furnishings
- Routine or ongoing operation and maintenance costs of activities, equipment or facilities that are normally covered by a public body
- Ordinary operating expenses of local government, such as the salaries and expenses of a mayor, city council member, city attorney, etc., overtime differential paid to employees of local government permits and fees required by federal, state, or local regulations
- Personal injury compensation or damages arising out of the project, whether determined by adjudication, arbitration, negotiation, or other means
- Professional dues
- Seminar and conference fees
- Research
- Preparation of grant applications

If you have questions regarding ineligible costs, please call the Application Coordinator at (360) 902-2439.

Appendix B

Glossary of Key Terms

Glossary of Key Terms

Indirect Cost: Costs that benefit more than one activity of the recipient and that may not be directly assigned to a particular project objective. Some portion of these costs may be eligible for reimbursement.

In-kind Contribution: Non-cash contributions that the sponsoring organization receives to be used in the project such as volunteer labor, donated materials and equipment where the sponsoring organization incurs no expense. In-kind contributions are not reimbursable.

Local Match: The portion of a project's cost not covered by grant funding, proposal, including actual cash outlays by the local sponsor (or other partners) and non-cash (in-kind) contributions.

Partners: Those entities that are or will be contributing to the total project costs in matching funds or in-kind services to assist with the successful completion of the project. This will be indicated by signing Letter-of-Commitment (Form A-5-a).

Post-Project Monitoring: Assessment activities conducted once the project is completed to determine the success and stability of the project (regrowth of vegetation, water quality monitoring, species distributions, etc.)

Prevailing wage: The hourly wage, usually benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. Prevailing wages are established, by the Department of Labor and Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions. RCW 39.12.010 and 015.

Project Administration: Maintaining project records, submitting payment vouchers, progress reports and final products, scheduling project activities, maintaining internal and external communications, personnel management costs, and quality control.

SASSI Designated Watershed: Watershed in which salmon or steelhead stocks are listed as critical or depressed in the Salmon and Steelhead Stock Inventory (see Appendix C to this application).

Total Project Cost: The sum of all costs associated with a project including costs that are not eligible for funding under the program, i.e., local match (cash or in-kind), other state, local or federal funds, and any private contributions (cash or in-kind).

Watershed Analysis: A structured approach to developing a forest practices plan for a Watershed Administrative Unit (WAU) based on a biological and physical inventory.

Watershed Management Plan: A community-based or public planning process that addresses long-term watershed restoration and management. Plans identify issues influencing physical and biological conditions in the watershed. Proposed activities have been identified that link known restoration strategies to desired ecological outcomes.

Watershed Restoration: Activities that improve the quality and quantity of stream, riparian and adjacent upland area habitat, and that restore natural ecosystem functions within the watershed.

TABLE 9.

PUGET SOUND SALMON AND STEELHEAD STOCK LIST
PRESENTED BY RIVER BASIN

TRANSBOUNDARY INDEPENDENTS	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHUM - FALL			
Sumas/Chilliwack	Native	Wild	Unknown
COHO			
Sumas/Chilliwack	Native	Wild	Unknown
NOOKSACK/SAMISH			
CHINOOK			
NF Nooksack	Native	Composite	Critical
SF Nooksack	Native	Wild	Critical
Sammish/SF Nooksack Fall	Non-Native	Composite	Unknown
CHUM - FALL			
NF Nooksack	Native	Wild	Healthy
Mainstem/SF Nooksack	Native	Wild	Unknown
Sammish/Independent	Mixed	Composite	Healthy
COHO			
Nooksack	Mixed	Composite	Unknown
Sammish	Mixed	Composite	Healthy
N Puget Sound Tribes	Mixed	Wild	Unknown
PINK			
NF/Middle Fork Nooksack	Mixed	Wild	Unknown ¹
SF Nooksack	Native	Wild	Unknown
STEELHEAD - SUMMER			
SF Nooksack	Native	Wild	Unknown

¹ Unresolved by state and tribes - see Appendix Stock Report.

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

NOOKSACK/SAMISH - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
STEELHEAD - WINTER			
Dakota Cr	Native	Wild	Unknown
Mainstem/NF Nooksack	Native	Wild	Unknown
SF Nooksack	Native	Wild	Unknown
Middle Fork Nooksack	Native	Wild	Unknown
Sammish	Native	Wild	Depressed
N. SOUND INDEPENDENTS			
COHO			
Whidbey Island	Unknown	Wild	Unknown
Orcas Island	Unknown	Wild	Unknown
SKAGIT			
CHINOOK			
Upper Skagit Mainstem/Tribes Summer	Native	Wild	Healthy
Lower Skagit Mainstem/Tribes Fall	Native	Wild	Depressed
Lower Skagit Summer	Native	Wild	Depressed
Upper Skagit Spring	Native	Wild	Healthy
Suitts Spring	Native	Wild	Depressed
Upper Cascade Spring	Native	Wild	Unknown
CHUM - Fall			
Mainstem Skagit	Native	Wild	Healthy
Skagit	Native	Wild	Healthy
Lower Skagit Tribes	Unknown	Wild	Unknown
COHO			
Skagit	Native	Composite	Depressed
Baker	Unknown	Composite	Unknown
PINK			
Skagit	Native	Wild	Healthy

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

SKAGIT - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
SOCKEYE			
Baker	Native	Cultured	Critical
STEELHEAD - SUMMER			
Finney Cr	Native	Wild	Unknown
Sauk	Native	Wild	Unknown
Cascade	Unknown	Wild	Unknown
STEELHEAD - WINTER			
Mainstem Skagit/Tribes	Native	Wild	Healthy
Sauk	Native	Wild	Healthy
Cascade	Native	Wild	Unknown
STILLAGUAMISH			
	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK			
Stillaguamish Summer	Native	Composite	Depressed
Stillaguamish Fall	Unknown	Wild	Depressed
CHUM - FALL			
NF Stillaguamish	Native	Wild	Healthy
SF Stillaguamish	Native	Wild	Healthy
COHO			
Stillaguamish	Mixed	Wild	Depressed
Deer Cr	Native	Wild	Unknown
PINK			
NF Stillaguamish	Native	Wild	Healthy
SF Stillaguamish	Native	Wild	Healthy
STEELHEAD - SUMMER			
Deer Cr	Native	Wild	Critical
SF Stillaguamish	Non-Native	Wild	Unknown
Canyon Cr	Mixed	Wild	Unknown

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

STILLAGUAMISH - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
STEELHEAD - WINTER			
Stillaguamish	Native	Wild	Healthy
SNOHOMISH			
	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK			
Snohomish Summer	Native	Wild	Depressed
Wallace R Summer/Falls	Mixed	Composite	Healthy
Snohomish Fall	Native	Wild	Depressed
Bridal Veil Cr Fall	Native	Wild	Unknown
CHUM - FALL			
Skykomish	Native	Wild	Healthy
Snoqualmie	Native	Wild	Unknown
Wallace	Native	Wild	Healthy
COHO			
Snohomish	Mixed	Wild	Depressed
Skykomish	Mixed	Composite	Healthy
SF Skykomish	Non-Native	Wild	Healthy
Snoqualmie	Mixed	Wild	Healthy
PINK			
Snohomish Odd-Year	Native	Wild	Healthy
Snohomish Even-Year	Native	Wild	Healthy
STEELHEAD - SUMMER			
Toit	Unknown	Wild	Depressed
NF Skykomish	Native	Wild	Unknown
SF Skykomish	Non-Native	Wild	Healthy
STEELHEAD - WINTER			
Snohomish/Skykomish	Native	Wild	Healthy
Pickuck	Native	Wild	Healthy
Snoqualmie	Native	Wild	Healthy

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

LAKE WASHINGTON	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK - SUMMER/FALL			
Issaquah	Non-Native	Composite	Healthy
N Lake Washington Tribe	Native	Wild	Unknown
Cedar	Native	Wild	Unknown 1
COHO			
Lk Washington/Sammamish Tribe	Mixed	Composite	Depressed
Cedar	Mixed	Wild	Healthy
SOCKEYE			
Cedar	Non-Native	Wild	Depressed
Lk Washington/Sammamish Tribe	Unknown	Wild	Depressed
Lk Washington Beach	Unknown	Wild	Depressed
STEELHEAD - WINTER			
Lk Washington	Native	Wild	Depressed
Duwamish/Green			
Duwamish/Green	Mixed	Composite	Healthy
Newaukum Cr	Mixed	Wild	Healthy
CHUM - FALL			
Duwamish/Green	Mixed	Composite	Unknown
Crisp Cr	Non-Native	Cultured	Healthy
COHO			
Green R/Scoos Cr	Mixed	Composite	Healthy
Newaukum Cr	Mixed	Composite	Depressed
STEELHEAD - SUMMER			
Green (Duwamish)	Non-Native	Wild	Healthy
STEELHEAD - WINTER			
Green (Duwamish)	Native	Wild	Healthy

1 Unresolved by state and tribes - see Appendix Stock Report.

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

PUYALLUP	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK			
White (Puyallup) Spring	Native	Composite	Critical
White (Puyallup) Summer/Fall	Unknown	Wild	Unknown
Puyallup Fall	Unknown	Composite	Unknown
CHUM - FALL			
Puyallup/Carbon	Native	Wild	Unknown
Fennel Cr	Unknown	Wild	Healthy
Hylebos Cr	Unknown	Unknown	Unknown
COHO			
Puyallup	Mixed	Composite	Depressed
White (Puyallup)	Mixed	Composite	Healthy
PINK			
Puyallup	Native	Wild	Healthy
STEELHEAD - WINTER			
Mainstem Puyallup	Native	Wild	Healthy
White (Puyallup)	Native	Wild	Healthy
Carbon	Native	Wild	Healthy
NISQUALLY			
CHINOOK - SUMMER/FALL			
Nisqually	Mixed	Composite	Healthy
CHUM - WINTER			
Nisqually	Native	Wild	Healthy

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

NISQUALLY - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
COHO			
Nisqually	Mixed	Composite	Healthy
PINK			
Nisqually	Native	Wild	Healthy
STEELHEAD - WINTER			
Nisqually	Native	Wild	Healthy
SOUTH SOUND			
CHINOOK - SUMMER/FALL			
S Sound Tribes	Mixed	Composite	Healthy
CHUM - SUMMER			
Chambers Cr	Native	Wild	Extinct
Hammersley Inlet	Native	Composite	Healthy
Cass Inlet	Native	Composite	Healthy
Blackjack Cr	Native	Wild	Healthy
CHUM - FALL			
Henderson Inlet	Mixed	Composite	Unknown
Eld Inlet	Native	Wild	Healthy
Totten Inlet	Native	Wild	Healthy
Skookum Inlet	Mixed	Composite	Healthy
Upper Skookum Cr	Native	Wild	Healthy
Johna/Mill Crs	Mixed	Wild	Healthy
Goldborough/Shelton Crs	Native	Wild	Healthy
Cass Inlet	Native	Wild	Healthy
Carr Inlet	Mixed	Composite	Healthy
Gig Harbor/Olalia	Mixed	Composite	Healthy
Dyes Inlet/Liberty Bay	Native	Composite	Healthy
Sinclair Inlet	Native	Wild	Healthy

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

SOUTH SOUND - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHUM - WINTER			
Chambers Cr	Native	Wild	Healthy
COHO			
Chambers Cr	Mixed	Composite	Healthy
Deep S Sound Tribes	Mixed	Composite	Healthy
Deschutes	Non-Native	Wild	Healthy
East Klapp	Mixed	Composite	Healthy
STEELHEAD - WINTER			
Deschutes	Non-Native	Wild	Healthy
Eld Inlet	Native	Wild	Unknown
Totten Inlet	Native	Wild	Unknown
Hammersley Inlet	Native	Wild	Unknown
Cass/Carr Inlets	Native	Wild	Unknown
East Klapp	Native	Wild	Unknown
HOOD CANAL			
CHINOOK - SUMMER/FALL			
Hood Canal	Mixed	Composite	Healthy
CHUM - SUMMER			
Hood Canal	Native	Wild	Critical
Union	Native	Wild	Healthy
CHUM - FALL			
NE Hood Canal	Mixed	Composite	Healthy
Dewatto	Mixed	Composite	Healthy
SE Hood Canal	Mixed	Composite	Healthy
Lower Skokomish	Mixed	Composite	Unknown
Upper Skokomish Lake	Native	Wild	Healthy
W Hood Canal	Mixed	Composite	Healthy
Hamma Hamma Lake	Native	Wild	Healthy
Duckabush Lake	Native	Wild	Healthy
Dosewallips Lake	Native	Wild	Healthy
Quiltsa Lake	Mixed	Composite	Healthy

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

HOOD CANAL - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
COHO			
NE Hood Canal	Mixed	Wild	Depressed
Duwatto	Mixed	Wild	Depressed
SE Hood Canal	Mixed	Wild	Depressed
Skokomish	Mixed	Composite	Healthy
SW Hood Canal	Mixed	Wild	Healthy
Hamma Hamma	Mixed	Wild	Healthy
Duckabush	Mixed	Wild	Depressed
Dosewallips	Mixed	Wild	Healthy
Quiltsne/Dabob Bays	Mixed	Composite	Depressed
PAK			
Hamma Hamma	Native	Wild	Healthy
Duckabush	Native	Wild	Healthy
Dosewallips	Native	Wild	Depressed
STEELHEAD - SUMMER			
Skokomish	1	1	Unknown
Duckabush	1	1	Unknown
Dosewallips	1	1	Unknown
STEELHEAD - WINTER			
Duwatto	1	1	Depressed
Tahuya	1	1	Depressed
Union	1	1	Unknown
Skokomish	1	1	Depressed
Hamma Hamma	Native	Wild	Unknown
Duckabush	1	1	Depressed
Dosewallips	1	1	Depressed
Quiltsne/Dabob Bays	1	1	Unknown

1 Unresolved by state and tribes - see Appendix Stock Report.

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

STRAIT OF JUAN DE FUCA	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK			
Dungeness Spring/Summer	Native	Wild	Critical
Elwha/Morse Creek Summer/Fall	Native	Composite	Healthy
Hoko Fall	Native	Composite	Depressed
CHUM - SUMMER			
Discovery Bay	Native	Wild	Critical
Sequim Bay	Native	Wild	Depressed
CHUM - FALL			
Dungeness/E Strait Tribes	Native	Wild	Unknown
Elwha	Native	Wild	Unknown
Lye	Native	Wild	Unknown
Deep/E & W Twin Crs	Native	Wild	Healthy
Pysh	Native	Wild	Healthy
Hoko/Ciallam/Seki	Native	Wild	Unknown
COHO			
Chinacum Creek	Mixed	Composite	Healthy
Discovery Bay	Mixed	Wild	Critical
Sequim Bay	Mixed	Wild	Depressed
Dungeness	Mixed	Composite	Depressed
Morse Creek	Mixed	Wild	Depressed
Elwha	Mixed	Composite	Healthy
Salt Creek	Mixed	Wild	Healthy
Lye	Mixed	Wild	Unknown
Pysh/Twin/Deep	Mixed	Wild	Depressed
Ciallam	Mixed	Wild	Unknown 1
Hoko	Mixed	Wild	Healthy
Seki/Salt	Mixed	Wild	Depressed

1 Unresolved by state and tribes - see Appendix Stock Report.

TABLE 10.

WASHINGTON COASTAL SALMON AND STEELHEAD STOCK LIST
PRESENTED BY RIVER BASIN

SOCS/OZETTE	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK - FALL			
Soos	Native	Cultured	Unknown
CHUM - FALL			
Soos	Non-Native	Cultured	Unknown
Ozette	Native	Wild	Unknown
COHO			
Soos/Watch	Mixed	Composite	Unknown
Ozette	Native	Wild	Unknown
SOCKEYE			
Ozette	Native	Wild	Depressed
STEELHEAD - WINTER			
Soos/Watch	Native	Wild	Unknown
Ozette	Native	Wild	Unknown
QUILLAYUTE			
	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK - SPRING			
Sol Duc	Non-Native	Composite	Healthy
CHINOOK - SUMMER			
Quillayute/Bogachiel	Native	Composite	Unknown
Sol Duc	Native	Wild	Healthy
Celewah	Native	Wild	Unknown
CHINOOK - FALL			
Quillayute/Bogachiel	Native	Wild	Healthy
Dickey	Native	Wild	Healthy
Sol Duc	Native	Composite	Healthy
Celewah	Native	Wild	Healthy
CHUM - FALL			
Quillayute	Native	Wild	Unknown
COHO - SUMMER			
Sol Duc	Native	Composite	Healthy

TABLE 9. PUGET SOUND SALMON AND STEELHEAD STOCK LIST (continued)

STRAIT OF JUAN DE FUCA - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
PINK			
Upper Dungeness	Native	Wild	Depressed
Lower Dungeness	Native	Wild	Critical
Elwha	Native	Wild	Critical
STEELHEAD - SUMMER			
Dungeness	1	1	Depressed
Elwha	1	1	Depressed
STEELHEAD - WINTER			
Discovery Bay	Native	Wild	Depressed
Sequim Bay	Native	Wild	Unknown
Dungeness	1	1	Depressed
Moore Cr/Independents	1	1	Depressed
Elwha	Mixed	Wild	Depressed
Salt Cr/Independents	Native	Wild	Unknown
Lyre	1	1	Unknown
Pysh/Independents	1	1	Healthy
Ciallem	1	1	Unknown
Hoko	Native	Wild	Healthy
Seku	Native	Wild	Unknown
Salt	Native	Wild	Unknown

¹ Unresolved by state and tribes - see Appendix Stock Report.

TABLE 10. WASHINGTON COASTAL SALMON AND STEELHEAD STOCK LIST (continued)

QUILLAYUTE - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
COHO - FALL			
Dickey	Native	Wild	Healthy
Sol Duc	Native	Composite	Healthy
Bogachiel	Native	Wild	Healthy
Calawah	Native	Wild	Healthy
SOCKEYE			
Lt Pleasant	Native	Wild	Unknown
STEELHEAD - SUMMER			
Sol Duc	1	Wild	Unknown
Bogachiel	1	Wild	Unknown
Calawah	1	Wild	Unknown
STEELHEAD - WINTER			
Quillayute/Bogachiel	Native	Wild	Healthy
Dickey	Native	Wild	Healthy
Sol Duc	Native	Wild	Healthy
Calawah	Native	Wild	Healthy
HOH			
CHINOOK - SPRING/SUMMER			
Hoh	Native	Wild	Healthy
CHINOOK - FALL			
Hoh	Native	Wild	Healthy
CHUM - FALL			
Hoh	Unknown	Unknown	Unknown 1
COHO			
Goodman/Mosquito Cree	Native	Wild	Unknown
Hoh	Native	Wild	Healthy

1 Unresolved by state and tribes - see Appendix Stock Report.

TABLE 10. WASHINGTON COASTAL SALMON AND STEELHEAD STOCK LIST (continued)

HOH - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
STEELHEAD - SUMMER			
Hoh	Native	Wild	Unknown
STEELHEAD - WINTER			
Goodman Cree	Native	Wild	Unknown
Mosquito Cree	Native	Wild	Unknown
Hoh	Native	Wild	Healthy
KALALOCH			
COHO			
Kalaloch Cree	Native	Wild	Unknown
STEELHEAD - WINTER			
Kalaloch Cree	Native	Wild	Unknown
QUEETS			
CHINOOK - SPRING/SUMMER			
Queets	Native	Wild	Depressed
Clearwater	Native	Wild	Depressed
CHINOOK - FALL			
Queets	Native	Wild	Healthy
Clearwater	Native	Wild	Healthy
CHUM - FALL			
Queets	Unknown	Unknown	Unknown 1
COHO			
Queets	Native	Composite	Healthy
Clearwater	Native	Composite	Healthy
Salmon R	Non-Native	Composite	Healthy
STEELHEAD - SUMMER			
Queets	Native	Wild	Healthy
Clearwater	Native	Wild	Unknown

1 Unresolved by state and tribes - see Appendix Stock Report.

TABLE 11.

COLUMBIA RIVER SALMON AND STEELHEAD STOCK LIST
PRESENTED BY RIVER BASIN

LOWER COLUMBIA	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK - SPRING			
Cowlitz	Mixed	Composite	Healthy
Kalama	Mixed	Composite	Healthy
Lewis	Mixed	Composite	Healthy
CHINOOK - FALL			
Grays R	Mixed	Composite	Healthy
Skamokawa Cr	Mixed	Composite	Healthy
Elochoman	Mixed	Composite	Healthy
Mill Cr	Mixed	Composite	Healthy
Abernathy Cr	Mixed	Composite	Healthy
Germany Cr	Mixed	Composite	Healthy
Cowlitz	Mixed	Composite	Healthy
Cowweman	Mixed	Composite	Healthy
SF Toutle	Unknown	Composite	Depressed
Green (Toutle)	Unknown	Composite	Depressed
Kalama	Mixed	Composite	Healthy
Lewis	Native	Wild	Healthy
EF Lewis	Native	Wild	Healthy
Washougal	Mixed	Composite	Healthy
CHUM - FALL			
Grays R	Native	Wild	Depressed
Hardy Cr	Native	Wild	Healthy
Hamilton Cr	Native	Wild	Depressed

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TABLE 11. COLUMBIA RIVER SALMON AND STEELHEAD STOCK LIST (continued)

LOWER COLUMBIA - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
COHO			
Grays R	Mixed	Composite	Depressed
Skamokawa Cr	Mixed	Composite	Depressed
Elochoman	Mixed	Composite	Depressed
Mill Cr	Mixed	Composite	Depressed
Abernathy Cr	Mixed	Composite	Depressed
Germany Cr	Mixed	Composite	Depressed
Cowlitz	Mixed	Composite	Depressed
Cowweman	Mixed	Composite	Depressed
Toutle	Mixed	Composite	Depressed
SF Toutle	Mixed	Composite	Depressed
Green (Toutle)	Mixed	Composite	Depressed
Kalama	Mixed	Composite	Depressed
Lewis	Mixed	Composite	Depressed
E Fork Lewis	Mixed	Composite	Depressed
Salmon Creek	Mixed	Composite	Depressed
Washougal	Mixed	Composite	Depressed
Bonneville Tribs	Mixed	Composite	Depressed
STEELHEAD - SUMMER			
Kalama	Mixed	Wild	Depressed
EF Lewis	Native	Wild	Unknown
NF Lewis	Native	Wild	Depressed
Mainstem Washougal	Native	Wild	Unknown
WF (NF) Washougal	Native	Wild	Unknown
STEELHEAD - WINTER			
Grays R	Native	Wild	Depressed
Skamokawa Cr	Native	Wild	Unknown
Elochoman	Native	Wild	Depressed
Mill Cr	Native	Wild	Depressed
Abernathy Cr	Native	Wild	Depressed
Germany Cr	Native	Wild	Depressed
Cowlitz	Mixed	Wild	Depressed

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TABLE 11. COLUMBIA RIVER SALMON AND STEELHEAD STOCK LIST (continued)

LOWER COLUMBIA - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
WINTER STEELHEAD - CONT.			
Coweman	Native	Wild	Depressed
Mainstem/NF Toutle	Native	Wild	Depressed
Green (Toutle)	Native	Wild	Depressed
SF Toutle	Native	Wild	Healthy
Kalama	Native	Wild	Healthy
Mainstem/NF Lewis	Native	Wild	Depressed
EF Lewis	Native	Wild	Depressed
Salmon Cr	Native	Wild	Depressed
Mainstem Washougal	Native	Wild	Unknown
WF (NF) Washougal	Native	Wild	Unknown
Hamilton Cr	Native	Wild	Unknown
UPPER COLUMBIA			
	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK - SPRING			
Wind	Non-Native	Composite	Depressed
Klickitat	Mixed	Composite	Depressed
Tucannon	Native	Wild	Depressed
Acedn Cr	Native	Wild	Critical
Upper Yakima	Native	Wild	Depressed
Naches	Native	Wild	Depressed
American	Native	Wild	Depressed
Chiwawa	Native	Wild	Depressed
Nason Cr	Native	Wild	Depressed
Little Wenatchee	Native	Wild	Depressed
White R (Wenatchee)	Native	Wild	Depressed
Entiat	Native	Wild	Depressed
Methow	Native	Composite	Depressed
Twisp	Native	Wild	Depressed
Chewach (Chewack)	Native	Wild	Depressed
Lost R	Native	Wild	Depressed

TABLE 11. COLUMBIA RIVER SALMON AND STEELHEAD STOCK LIST (continued)

UPPER COLUMBIA - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
CHINOOK - SUMMER			
Wenatchee	Mixed	Wild	Healthy
Methow	Mixed	Wild	Depressed
Okanogan	Native	Wild	Depressed
CHINOOK - FALL			
Wind - Tule	Mixed	Composite	Depressed
Wind - Brights	Unknown	Composite	Healthy
White Salmon R - Tule	Mixed	Composite	Depressed
White Salmon R - Brights	Mixed	Composite	Healthy
Klickitat - Tule	Mixed	Composite	Healthy
Klickitat - Brights	Non-Native	Cultured	Healthy
Snake	Native	Wild	Depressed
Yakima - Brights	Unknown	Composite	Healthy
Marion Drain	Native	Wild	Healthy
Hanford Reach	Native	Wild	Healthy
Lx Chelan	Non-Native	Wild	Healthy
COHO			
Klickitat	Mixed	Composite	Depressed
SOCKEYE			
Wenatchee	Mixed	Wild	Healthy
Okanogan	Native	Wild	Healthy
STEELHEAD - SUMMER			
Mainstem Wind	Native	Wild	Depressed
Panther Cr (Wind)	Native	Wild	Depressed
Trout Cr (Wind)	Native	Wild	Depressed
White Salmon R	Unknown	Wild	Depressed
Klickitat	Native	Wild	Unknown
Rock Cr	Native	Wild	Unknown
Walla Walla	Mixed	Composite	Depressed
Touchet	Mixed	Composite	Depressed
Tucannon	Mixed	Composite	Depressed

TABLE 11. COLUMBIA RIVER SALMON AND STEELHEAD STOCK LIST (continued)

UPPER COLUMBIA - Cont.	STOCK ORIGIN	PRODUCTION TYPE	STOCK STATUS
SUMMER STEELHEAD - CONT.			
Asotin Cr	Mixed	Composite	Depressed
Grande Ronde	Mixed	Composite	Depressed
Yakima	Native	Wild	Depressed
Wenatchee	Mixed	Wild	Depressed
Entiat	Mixed	Wild	Depressed
Methow/Okanogan	Mixed	Wild	Depressed
STEELHEAD - WINTER			
Wild	Native	Wild	Unknown
White Salmon R	Unknown	Wild	Depressed
Klickitat	Native	Wild	Unknown

Appendix D

Grant Agreement and Terms and Conditions

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE SALMON HABITAT RECOVERY GRANT

1. THIS GRANT AGREEMENT made by and between the State of Washington, hereinafter referred to as STATE, and the party(s) whose name(s) appear(s) in Item 2. below, hereinafter referred to as the "Grantee."

2. NAME & ADDRESS OF GRANTEE:	3. GRANT NUMBER:
4. CONTACT PERSON:	5. PHONE NUMBER:
6. GRANTEE'S UNIVERSAL BUSINESS IDENTIFIER:	7. FEDERAL EMPLOYER ID. NO. OR SOCIAL SECURITY NO.:
8. PROJECT TITLE:	

SPECIAL TERMS AND CONDITIONS

IT IS MUTUALLY AGREED THAT:

9. **RIGHTS AND OBLIGATIONS:** All rights and obligations of the parties to this Grant Agreement shall be subject to and governed by Special Terms and Conditions contained in the text of this grant instrument and the following Exhibits: Exhibit A - General Terms and Conditions; Exhibit B - Statement of Work; Exhibit C - Budget; Exhibit D - SHRG Application Package; Exhibit E - Grantee's SHRG Application Proposal. Exhibits A, B, C, D and E are each incorporated herein by reference.
10. **STATEMENT OF WORK:** The Grantee shall carry out the project as described in the "Statement of Work" attached hereto as Exhibit B, and incorporated herein by this reference. The Grantee shall complete all specified work including submissions of reports, and/or other required documentation within the time periods set forth in this Grant Agreement.
11. **PERIOD OF PERFORMANCE:** Subject to its other provisions, the period of performance under this Grant Agreement shall commence on _____ and shall terminate on _____, unless sooner terminated as provided herein.
12. **SPECIAL PROVISIONS/LIMITATIONS:** _____
13. **AMOUNT OF GRANT:** Total compensation to the Grantee for satisfactory performance of the work under this Grant Agreement shall not exceed \$ _____. Compensation payable to the Grantee shall be based on Exhibit C, Budget which is attached hereto and incorporated herein by this reference. Without prior written approval by the STATE, there shall be no reimbursement for items that are not allowed for by the Budget.
14. **GRANT COST DISTRIBUTION:**

STATE SHARE:
GRANTEE'S SHARE:

IT IS FURTHER AGREED THAT:

15. The Grantee shall submit invoices in a timely manner at the intervals prescribed and on forms provided by STATE.
16. In the event of an inconsistency in this Grant Agreement unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal & State Statutes & Regulations, (b) Special Terms and Conditions, (c) Exhibit A - General Terms and Conditions, (d) Exhibit B - Statement of Work, (e) Exhibit C - Budget, (f) Exhibit D - SHRG Application Package, (g) Exhibit E - Grantee's SHRG Application Proposal.
17. This Grant Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall exist or bind any of the parties hereto.
18. This Grant Agreement shall be subject to the written approval of the Director of WDFW or his/her designee and shall not be binding until so approved. Only the Director or his/her designee by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Director or his/her designee.

IN WITNESS WHEREOF: STATE and the Grantee have signed this Grant Agreement.

GRANTEE SIGNATURE

DATE

STATE SIGNATURE

DATE

THIS GRANT AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE ATTORNEY GENERAL.

GENERAL TERMS AND CONDITIONS

EXHIBIT A

1. DEFINITIONS - As used throughout this Grant Agreement, the following terms shall have the meanings set forth below:
 - A. "WDFW" shall mean the Department of Fish and Wildlife of the state of Washington, any division, section, office, unit or other entity of WDFW or any of the officers or other officials lawfully representing WDFW to the extent that they are delegated appropriate authority.
 - B. "Grantee" shall mean that county, city, tribal government, combination of such governments through interlocal agreements, non-profit organization, or one or more private citizens awarded a Grant under the Salmon Habitat Recovery Grant, pursuant to this Grant Agreement, and shall include all employees of the Grantee.
2. IDENTIFICATION - It is the Grantee's responsibility to ensure that the Grant Number appear on all plans, specifications, correspondence, invoices, and material related to this Grant Agreement, and on each agreement executed between the Grantee and WDFW.
3. GRANTEE NOT EMPLOYEE OF WDFW - The Grantee and his or her employees, agents, representatives or sub-contractors performing under this Grant Agreement are not employees or agents of WDFW. The Grantee and his or her employees, agents, representatives or sub-contractors will not hold himself/herself out as nor claim to be an officer or employee of WDFW or of the state of Washington by reason hereof, nor will they take any claim of right, privilege or benefit which would accrue to an employee of WDFW under Chapter 41.06 RCW or Chapter 28B.16 RCW.
4. NONDISCRIMINATION - During the performance of this Grant Agreement, the Grantee shall comply with all federal and state nondiscrimination laws, regulations and policies.
5. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Grant Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with WDFW. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
6. REIMBURSEMENT - Requests for reimbursement must be in accordance with Exhibit C, Budget and be submitted and approved by WDFW. Reimbursement to the Grantee for approved invoices shall be made by WDFW within thirty (30) days upon receipt of invoice. WDFW may, at its sole discretion, terminate the Agreement or withhold reimbursement claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant Agreement.

WDFW shall not be responsible for payment of salaries, consultants, or other costs related to the project described herein.

Review and reimbursement of funds by WDFW is for the purpose of determining eligibility for funding under the Salmon Habitat Recovery Grant and WDFW does not assume any other duty or obligation to Grantee or any other party.

Grantee will be notified in writing by WDFW if any disbursements are withheld. Notification shall include the steps necessary for the Grantee to take (if any) to allow WDFW to disburse the withheld reimbursement.
7. RETAINAGE - WDFW may retain five percent (5%) of the total grant amount from payments to Grantee. The retained amount will be disbursed to Grantee only upon completion of the project in accordance with the terms and conditions of this Grant Agreement.
8. ADVANCE PAYMENTS PROHIBITED - No payments in advance or in anticipation of services or supplies to be provided under this Grant Agreement shall be made by WDFW.
9. RECOVERY OF PAYMENTS TO GRANTEE AND INTEREST RATE - The right of the Grantee to retain monies paid as reimbursement payments is contingent upon satisfactory performance of this Grant Agreement including the satisfactory completion of the project described in Exhibit B, Statement of Work. In the event the Grantee fails, for any reason, to perform obligations required by this Grant Agreement, the Grantee may, at WDFW's sole discretion, be required to repay to WDFW all grant funds disbursed to the Grantee for those parts of the project that are rendered ineffectual, in the opinion of WDFW, by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per annum from the time WDFW demands repayment of funds.
10. AUDIT DISCREPANCIES - If any audit identifies discrepancies in the financial records, the Grantee shall provide clarification and/or make adjustments accordingly. Amounts that have been paid to the Grantee in violation of the terms of this Grant Agreement shall be promptly refunded to WDFW.
11. OVERPAYMENT - In the event that WDFW establishes overpayment or erroneous payments made to the Grantee under this Grant Agreement, WDFW may secure payment, plus interest shall accrue at the rate of twelve percent (12%) per annum from the time WDFW demands repayment of funds.
12. BIENNIAL CLOSURES - The Grantee must submit for payment all invoices and/or billings for services or material rendered through June 30, 1999 no later than July 10, 1999, to WDFW.
13. INDEMNIFICATION - The Grantee shall indemnify, defend and save harmless WDFW, and all officers and employees of WDFW, from all claims for injuries or death, including claims by Grantee's employees, agents, representatives or sub-contractors for damages arising out of or

incident to the Grantee's performance or failure to perform the Grant Agreement. The Grantee's obligations to indemnify, defend and save harmless shall continue to exist where the State or its agencies, employees, or officers are alleged to have committed concurrent negligence. The Grantee waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the State and its agencies, officers, or employees.

14. ASSIGNMENT - This Grant Agreement shall not be assignable in whole or in part by the Grantee except with the express written consent of WDFW.
15. PUBLIC AWARENESS - The Grantee agrees to seek public awareness of the project's purposes and activities through local media coverage of the project's purposes. The Grantee agrees to assist in the coordination and hosting of group tours of project work sites at a mutually agreed time, date and location.
16. COVENANT AGAINST CONTINGENT FEES - The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Grantee for the purpose of securing business. WDFW shall have the right, in the event of breach of this clause by the Grantee, to annul this Grant Agreement without liability or, in its discretion, to deduct from the Grant price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
17. CONFLICT OF INTEREST - WDFW may, by written notice to the Grantee, terminate this Grant Agreement if it is found that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Grantee in procurement of, or performance under, this Grant Agreement.
18. WDFW DOES NOT ASSUME ADDITIONAL DUTIES - WDFW does not assume any obligation or duty, except as required by federal or state law, to determine if Grantee is complying with all applicable statutes, rules, codes ordinances or permits.
19. MAINTENANCE OF RECORDS, DOCUMENTS AND REPORTS - The Grantee shall maintain complete program and financial records relating to this Grant Agreement and the project including all books, records, documents, receipts, invoices and all other evidence of accounting procedures and practices which sufficiently and properly reflect the Grantee's Grant Agreement, administration, local match, and payments. These records will include all direct and indirect costs of the project expended by the Grantee or its subcontractor, if any, in the development and implementation of the project. All records will be maintained in a manner adequate to provide an audit trail for all expenditures. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by WDFW, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement. The Grantee will retain all books, records, documents, and other materials relevant to this Agreement for six years after the date of final payment by WDFW, and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
20. RIGHT OF INSPECTION - The Grantee shall provide right of access to its facilities to WDFW, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement.
21. REGISTRATION WITH DEPARTMENT OF REVENUE - The Grantee shall complete registration with the Department of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this Grant Agreement.
22. LICENSING, ACCREDITATION AND REGISTRATION - The Grantee shall comply with all applicable local, state, and federal licensing, accreditation, permitting and registration requirements/standards necessary for the performance of this Grant Agreement.
23. COMPLIANCE WITH LAW - The Grantee shall comply with all federal and state laws relating to this Grant Agreement.
24. INDUSTRIAL INSURANCE COVERAGE - The Grantee shall provide or purchase industrial insurance coverage prior to performing work under this Grant Agreement. WDFW will not be responsible for payment of industrial insurance premiums or for any other claims and/or benefits on behalf of this Grantee, or any employees, agents, representatives or sub-contractors of the Grantee, which might arise under the industrial insurance laws during performance of duties and services under this Grant Agreement. If the Department of Labor and Industries, upon audit determines that industrial insurance payments are due and owing as a result of work performed under this Grant Agreement, those payments shall be made by the Grantee; the Grantee shall indemnify WDFW and guarantee payment of such amounts.
25. WAGE RATES/PREVAILING WAGES - Under the provisions of Chapter 63, Laws of 1945, and Chapter 39.12 RCW all as amended, the hourly wage to be paid to laborers, workmen or mechanics upon all public works of the state and upon the work contemplated in this Grant Agreement, shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the state where such labor and work herein contemplated is to be performed; PROVIDED, nothing herein contained shall be construed to prohibit the Grantee, subcontractor or other person from paying any such laborers, workmen or mechanics wages in excess of hourly minimum rate.

Prior to commencing work, each Grantee and each and every subcontractor shall file a sworn statement of intent with WDFW and the Department of Labor and Industries certifying the rate of hourly wage to be paid to each classification of laborers, workmen or mechanics employed by the Grantee or subcontractor, which shall not be less than the prevailing wage. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. All filing fees required by the

Department of Labor and Industries are paid by the Grantee.

Each voucher claim submitted by a Grantee for payment on a project estimate shall state that no less than prevailing wages have been paid in accordance with the pre-filed statement(s) of intent on file with the Department of Labor and Industries.

At the completion of this Grant Agreement, the Grantee and its subcontractor shall submit affidavits of wages paid to the Department of Labor and Industries for certification by WDFW.

Final payment on the Grant Agreement will be withheld until certification by WDFW that the prevailing wage and industrial insurance requirements of the law have been satisfied and notice has been received by the awarding agency.

26. VOLUNTEER WORKERS - The Grantee must adhere to RCW 39.12 and current Department of Labor and Industries regulations and standards. Unless, some or all services being offered are in conjunction with RCW 51.12.035, Volunteer Workers. These volunteers must be registered prior to services being rendered. The Grantee shall be responsible for registering volunteering workers and submitting the hours worked on forms provided by WDFW. The Grantee shall submit this information to WDFW for all time donated as volunteer work.
27. LIMITATION OF AUTHORITY - Only an individual delegated authority in writing shall have the express, implied, or apparent authority to alter, amend, modify or waive any clause or condition of this Grant Agreement on behalf of WDFW. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by WDFW.
28. WAIVER OF DEFAULT - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Grant Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Grant Agreement unless stated to be such in writing, signed by WDFW and attached to the original Grant Agreement.
29. AMENDMENTS - WDFW may at any time, by written order, make changes within the general scope of this Grant Agreement. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by WDFW. No extension of time will be allowed unless such extension has been authorized by WDFW.
30. DISPUTES - Except as otherwise provided in this Grant Agreement, any dispute concerning this Grant Agreement which is not settled by the parties shall be decided by the Program Manager and Contracts Officer as appropriate or other designated official who shall reduce his/her decision to writing and furnish a signed copy to the Grantee. The decision of Program Manager and Contracts Officer as appropriate shall be final and conclusive unless, within thirty (30) days from the receipt of such copy, the Grantee mails or otherwise furnishes to the Assistant Director a written appeal. The appeal will be decided by the Assistant Director. The decision of the Assistant Director, or duly authorized representative, for the determination of such appeal shall be final and conclusive.

The Grantee does not hereby waive any right to seek review of WDFW's decision. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. However, such further review shall be sought only in the Superior Court of Thurston County. Pending final decision of a dispute hereunder, the Grantee shall proceed diligently with the performance of the Agreement and in accordance with the decision rendered by WDFW.
31. INVENTORIABLE EQUIPMENT - Includes all capitalized fixed assets plus all fixed assets meeting WDFW's definition of small and attractive.
32. FIXED ASSETS - Assets (normally tangible, but including several intangible) acquired by through state funding, with a life expectancy of more than one year.
33. TREATMENT OF INVENTORIABLE EQUIPMENT - Title to all inventorable equipment financed or furnished by WDFW shall remain in WDFW. Title to all personal property purchased by the Grantee, for which the Grantee uses any WDFW funds or is reimbursed by WDFW, shall vest in WDFW.
 - A. Any property of WDFW furnished to the Grantee under this Grant Agreement shall, unless otherwise provided herein, be used by the Grantee only for the performance of this Grant Agreement.
 - B. Grantee shall bear responsibility to WDFW for any loss or damage to WDFW's personal property which results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
 - C. Should any WDFW personal property be damaged, destroyed or lost, the Grantee shall notify WDFW in writing, and shall take all reasonable steps to protect that property from further damage.
 - D. All inventorable equipment, if any, purchased under the terms of this Grant Agreement shall become the property of WDFW. The Grantee shall surrender to WDFW all inventorable equipment and personal property of WDFW upon completion of project, unless otherwise specified in this Grant Agreement.
34. TERMINATION FOR FUNDING - WDFW may unilaterally terminate this Grant Agreement in the event that funding from federal, state or

other sources becomes no longer available to WDFW, or not allocated for the purpose of meeting WDFW's obligation hereunder. Such action is effective when WDFW sends written notification of termination. In case of Termination for Funding, the Grantee's exclusive remedy will be as set out in the Termination Procedure Clause.

35. TERMINATION FOR BREACH - By written notice, WDFW may terminate the Grant Agreement, in whole or in part, for failure of the Grantee to perform any of the terms and conditions of this Grant Agreement. In such event, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement to cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided, that if (i) it is determined for any reason the Grantee was not in breach, or (ii) the Grantee's failure to perform is without Grantee's and/or subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.
36. TERMINATION FOR CONVENIENCE - Except as otherwise provided in this Grant Agreement, WDFW may, by five (5) days written notice, beginning on the second day after the mailing, terminate this Grant Agreement in whole or in part when it is in the best interest of WDFW. In case of Termination for Convenience, the Grantee's exclusive remedy will be as set out in the Termination Procedure Clause.
37. TERMINATION PROCEDURE - In the event that the Grant Agreement is terminated for any reason, the Grantee's exclusive remedy shall be limited to the following: WDFW shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by WDFW, and the amount agreed upon by the Grantee and WDFW for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by WDFW, and (iv) the protection and preservation of property, unless the termination is for breach, in which case the Program Manager shall determine the extent of the liability to WDFW. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. WDFW may withhold from any amounts due the Grantee such sum as the determines to be necessary to protect WDFW against potential loss or liability.

Upon termination of this Grant Agreement, WDFW, in addition to any other rights provided in this Grant Agreement, may require the Grantee to deliver to WDFW any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The rights and remedies of WDFW provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of written notice of termination, and except as otherwise directed by the Contracts Officer as appropriate, the Grantee shall;

1. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of work that is not terminated under the Grant Agreement;
 3. Assign to WDFW, in the manner, at the times, and to the extent directed by the Program Manager, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case WDFW has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WDFW to the extent WDFW may require, which approval or ratification shall be final for all the purposes of this clause.
 5. Transfer title to WDFW and deliver in the manner, at the times, and to the extent directed by the Program Manager any property which, if the Grant Agreement had been completed, would have been required to be furnished to WDFW;
 6. Complete performance of such part of the work as shall not have been terminated by the Program Manager; and
 7. Take such action as may be necessary, or as WDFW may direct, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the Grantee and in which WDFW has or may acquire an interest.
38. WAIVER - A failure by WDFW to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing signed by an authorized representative of WDFW and attached to the original Grant Agreement.
39. GOVERNING LAW - This Grant Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Grant Agreement, venue shall be proper only in Thurston County. The Grantee, by execution of this Grant Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.
40. SEVERABILITY - If any provision of this Grant Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant Agreement which can be given effect without the invalid provision, and to this end the provisions of this Grant Agreement are declared to be severable.

Appendix E

Sample Land Owner Agreement

LANDOWNER AGREEMENT FOR RESTORATION PROJECTS UNDER THE WDFW SALMON HABITAT RECOVERY GRANT

This Landowner Agreement (Agreement) by and between the following signatory parties:

Landowner Name (Landowner): _____
Street Address: _____
City, State, Zip Code: _____

Salmon Habitat Recovery Project Sponsoring Organization (Grantee):
Grantee Name: _____
Street Address: _____
City, State, Zip Code: _____

The purpose of this agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Grantee, undertaking a Salmon Habitat Recovery Project (Project) and Landowner, who owns property on which the Project will take place.

The Grantee and Landowner mutually agree to participate in conducting those restoration activities described herein, in accordance with the terms and conditions of WDFW Salmon Habitat Recovery Grant No. _____,

on lands owned by Landowner in _____ Watershed, _____
County, State of Washington, which is located in Section _____, Township _____, Range _____.
These restoration activities are further described in Exhibit A, which is attached hereto and incorporated herein.

The Grantee agrees:

- to provide one week written notice to the Landowner of commencement of the Project;
- to provide reasonable notice thereafter as agreed upon with Landowner to complete Project activities;
- to leave the Property, at completion of the Project, in as near to original condition as reasonable or as otherwise agreed upon with Landowner.

The Landowner agrees:

- to provide reasonable Property access to the Grantee for the completion of the Project;
- to inform Grantee of all known safety hazards on the Property;
- to not intentionally compromise the integrity of the Project; and
- to provide reasonable access of Property to employees of the Washington Department of Fish and Wildlife (WDFW) to view Project and monitor long term success of the completed Project, and to show Project to interested parties for informational or educational purposes.

This Agreement shall be effective upon date of last signature and shall remain in effect for ten (10) years.

Appendix F

Small and Attractive Asset Definition

Inventoriable equipment includes all capitalized fixed assets plus all fixed assets meeting WDFW's definition of small and attractive. Small and attractive assets are items noted below that cost at or above the amount listed:

<u>Item Name</u>	<u>Amount</u>
Air compressors	\$300
Air conditioners	\$300
All Terrain Vehicles	\$300
Appliances (excluding wood stoves, water heaters & ranges)	\$300
Audio/visual equipment	\$300
Battery chargers	\$300
Bicycles	\$300
Binoculars/spotting scopes	\$300
Boats/canoes/rafts	\$300
Calculators	\$300
Cameras/lens	\$300
Camping equipment including tents & sleeping bags	\$300
Cellular telephones	ALL
Chain saws	\$300
Computer hardware	\$300
Copiers	\$300
Detectors, metal	\$300
Diving/flight equipment (excluding suits)	\$300
Fax machines	\$300
Freezers/refrigerators	\$300
Generators, portable	\$300
Heaters, portable	\$300
Lab equipment	\$300
Microscopes	\$300
Ladders	\$300
Marine electronics	\$300
Meters	\$300
Motorcycles	\$300
Motors, outboard	\$300
Mowers	\$300
Paper shredders	\$300
Power tools including sprayers & cordless tools	\$300
Pumps, portable	\$300
Radar equipment/GPS	\$300

<u>Item Name</u>	<u>Amount</u>
Radio/TV/VCR including transmitters ...	\$300
Recording equipment	\$300
Safes	\$300
Satellite dishes	\$300
Scales	\$300
Snowmobiles	\$300
Spreaders	\$300
Survey equipment	\$300
Torches/welders	\$300
Tractors	\$300
Trailers	\$300
Transport cart	\$300
Trimmers/sweepers/brush cutters	\$300
Typewriters	\$300
Vehicles	\$300
Weapons/firearms	ALL
Winches/hoists	\$300